

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, September 3, 2013

4:00 PM

Council Chambers

City Council - Appeal Public Hearing

1. **2013-0564** Hold a Public Hearing at 4:00 P.M. Tuesday, September 3, 2013,
on the appeal filed by attorney Marcus McLelland of the City of
Hattiesburg Contractors Board action revoking the contractor's
license for Jimmy Burke D/B/A Golden Eagle Services.

Attachments:

contractor board ordinance
contractor board attachment #1
contractor board attachment #2
contractor board attachment #3
contractor board attachment #4
9-3-13 Appeal PH - Wallacephotoarrayofstate of disrepair
Golden Eagle Complaint-Long
Golden Eagle Complaint-White



City of Hattiesburg, MS

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

Master

File Number: 2013-0564

File ID: 2013-0564

Type: Regular Agenda Item

Status: Draft

Version: 1

Reference:

In Control: City Council

File Created: 08/29/2013

Brief Title: Hold Appeal Public Hearing, Golden Eagle Services

Final Action:

Minute Book Number: MB2013-251

Title:

Hold a Public Hearing at 4:00 P.M. Tuesday, September 3, 2013, on the appeal filed by attorney Marcus McLelland of the City of Hattiesburg Contractors Board action revoking the contractor's license for Jimmy Burke D/B/A Golden Eagle Services.

Notes:

Sponsors:

Enactment Date:

Attachments: contractor board ordinance, contractor board attachment #1, contractor board attachment #2, contractor board attachment #3, contractor board attachment #4, 9-3-13 Appeal PH - Wallacephotoarrayofstate of disrepair, Golden Eagle Complaint-Long, Golden Eagle Complaint-White

Enactment Number:

Contact:

Meeting Date: 09/03/2013

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 - Appeal Public Hearing	09/03/2013					

Text of Legislative File 2013-0564

Title

Hold a Public Hearing at 4:00 P.M. Tuesday, September 3, 2013, on the appeal filed by attorney Marcus McLelland of the City of Hattiesburg Contractors Board action revoking the contractor's license for Jimmy Burke D/B/A Golden Eagle Services.

Summary

Hold Appeal Public Hearing, Golden Eagle Services

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Dave J. Ware, II

Council - Ward 5

Henry Naylor

MEMO

Date: August 08, 2013

To: City Council

From: Bill Rodgers, Building Official 
Land Development Administrator

RE: Jimmy Burke, dba Golden Eagle Services
Appeal of Hattiesburg Contractor Board decision to revoke license

At it's regular monthly meeting on June 19, 2013, the Hattiesburg Contractor Board, hereafter referred to as the board, revoked the license of Jimmy Burke, dba Golden Eagle Services after reviewing testimony and documents related to complaints filed by Shannon Epting and the City of Hattiesburg.

On August 05, 2013, I received a request from Marcus McLelland, Attorney for Mr. Burke, requesting an appeal of the board's action. City Attorney Charles Lawrence informs me that the appeals process is a public hearing and, as such, members of the public are allowed to participate in the hearing.

Attached are documents related to the complaints and revocation. I will also provide a verbal synopsis of events leading up to the revocation when you open the public hearing.

Thank you

THE HOLMES LAW FIRM, P.A.

Paul H. "Bud" Holmes
Margaret Holmes*

**also admitted in Texas*
www.theholmeslawfirm.net

601 East Central Avenue
Petal, Mississippi 39465
Telephone: 601.450.4074
Facsimile: 601.450.4076

July 29, 2013

Mr. Bill Rodgers
Building Official
Land Development Administrator
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Re: *Mr. Jimmy Burke, Golden Eagle Services*
Revocation of license to do business in the City of Hattiesburg

Dear Mr. Rodgers:

This letter is to notify you and the City of Hattiesburg that Mr. Jimmy Burke wishes to appeal the decision of the Hattiesburg Board of Contractors to revoke his license to do business in the City of Hattiesburg.

Mr. Burke is greatly aggrieved by the Board's June 19, 2013, decision to revoke his license as it severely affects not only his long-standing reputation in the community but his livelihood. He therefore intends to take whatever measures are necessary to obtain full reinstatement to the career that he has worked hard at for many years.

Please also consider this a formal request for any and all records, documentation, reports, statements, etc., related to the Board's decision. They may be sent to our office at the address above or we can arrange to have them picked up.

Warmest Regards,


Marcus McLelland
Associate Attorney

cc: Charles E. Lawrence, Jr., Esq.
 Jimmy Burke

THE HOLMES LAW FIRM
601 EAST CENTRAL AVENUE
PETAL MS 39465

GULFPORT MS 395

02 AUG 2013 PM 2 T



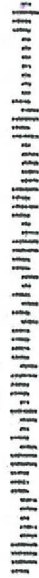
RECEIVED

AUG 05 2013

RECEIVED BY: *[Signature]*

Mr. Bill Rodgers
Building Official
Land Development Administrator
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

3940331898





Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Dave J. Ware, II

Council - Ward 5
Henry Naylor

July 1, 2013

Mr. Jimmy Burke
Golden Eagle Services
305 South 12th Ave.
Hattiesburg, Ms. 39401

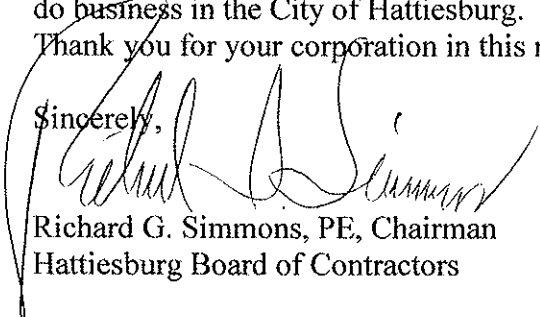
Re: Contractor's License

Dear Mr. Burke,

At the regular monthly meeting of the Hattiesburg Board of Contractors on June 19, 2013, the board received testimony from you, Shannon Epting and her attorney, Charles Irvin and from building official Bill Rodgers, relative to complaints filed against you. After considering said testimony, the board voted unanimously to revoke your license to do business in the City of Hattiesburg.

Thank you for your corporation in this matter.

Sincerely,


Richard G. Simmons, PE, Chairman
Hattiesburg Board of Contractors



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Dave J. Ware, II

Council - Ward 5
Henry Naylor

June 5, 2013

Mr. Jimmy Burke
Golden Eagle Services
305 South 12th Ave.
Hattiesburg, MS 39401

RE: Contractor Board Meeting

Dear Mr. Burke,

We have received a complaint concerning work you performed at 201 North 23rd Avenue. While investigating the complaint and reviewing your recent work record, several problems were revealed. Examples include:

201 North 23rd Ave- job cost given on the permit app is \$35,000. The owner informs she has a contract with you for \$97,000.

412 Walnut St – Owner paid more than job cost on permit. She also stated that the windows you installed are not the ones you agreed on. An inspection performed by Kevin Bates yesterday reveals that the windows you installed were site built by your crew. The windows and the installation were both of very poor quality workmanship and do not comply with historic district guidelines.

3105 Delwood- Scope of work actually performed was excessively more than described on the permit application, resulting in the need to apply for variances.

Due to the above referenced complaint and the other discovered discrepancies, the Hattiesburg Contractor Board will be taking testimony from the complainant and City staff related to your work and permits. Following presentation of testimony, the board will render a decision concerning the status of your license as per the board's authority pursuant to ordinance number 3034 adopted by the City Council April 07, 2009.

The board meeting is scheduled for 3:00 PM, Wednesday, June 19, 2013 in the City Hall first floor conference room. Please be present for the meeting if you wish to testify on your behalf.

Thank you for your attention in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Rodgers", with a stylized flourish at the end.

Bill Rodgers, Building Official
Land Development Administrator

CONTRACTOR'S BOARD MEETING

June 19, 2013

The Contractor's Board did meet on Wednesday, June 19, 2013 3:00 p.m. in the Land Code Division conference Room located on first floor City, Hattiesburg, Mississippi.

Members Present:

Don McCleskey
Rev. Claude Jackson
Jim Smith
Richard Simmons
Bill Rodgers
Lewis Myrick, Jr.
Henry Blakney

Members Absent:

Clifford Lockhart
Joe Gray
Lamar Evans

Contractor Board meeting called to order by Richard Simmons, Board President @ 3:17p.m.

Old Business:

The minutes of the contractor's board meeting on May 15, 2013 were approved by the board members.

New Business:

A. Contractor Applications

Seven (7) companies seeking Contractor's License in the City of Hattiesburg for board review and approval.

Building Contractors:

1. Advance Framing Material, Inc.....Building Construction
Thomas McKissick

Motion to approve.....Don McCleskey
Seconded by.....Henry Blakney

Approved

2. Logan Multicraft, LLC.....Building Construction
Charles Gary, Jr.

Motion to Approve.....Don McCleskey
Seconded by.....Henry Blakney
Approved

3. Brice Building Company, LLC.....Building Construction

Keith Clement

Motion to Approve..... Henry Blakney

Seconded by..... Don McCleskey

Approved

4. Lancaster Construction, LLCBuilding Construction

Arthur Lancaster

Is not approved, will stay on the table until we get Mississippi State License

Residential Remodeler:

5. 550 Construction, LLC.....Residential Remodeler

Brad Richard

Motion to Approve..... Henry Blakney

Seconded by:.....Jim Smith

Approved

Specialty Contractor

6. Automatic Fire Protection, LLC

Motion to Approve.....Claude Jackson

Seconded by.....Henry Blakney

Approved

Roofing Contractor

7. Certified Roofing and Sheet Metal, Inc.

Rob Anderson

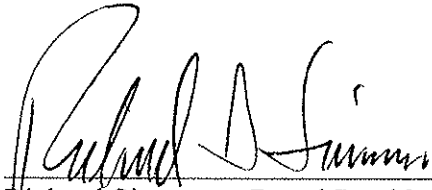
Approved

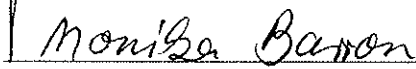
Other Business

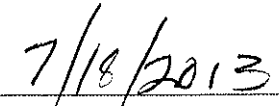
B. Complaint RE 201 N 23rd Avenue/Golden Eagle Services

A complaint was filed with the board by the Building Department and Charles Irvin, Attorney representing Shannon Epting against Jimmy Burke, dba Golden Eagle Services.

The board reviewed the complaint and listened to testimony from Mr. Burke, City of Hattiesburg Building Official Bill Rodgers and Attorney Charles Irvin. After considering and discussing the evidence, a motion was made by Henry Blakney and seconded by Don McCleskey to revoke Mr. Burkes license. The board voted unanimously in favor of the motion.


Richard Simmons, Board President


Monika Barron, Recording Secretary


Date:


Date:



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Dave J. Ware, II

Council - Ward 5
Henry Naylor

MEMO

Date: June 18, 2013

To: Hattiesburg Contractor Board

From: Bill Rodgers, Building Official
Land Development Administrator

RE: Jimmy Burke, dba Golden Eagle Services

Gentlemen

Attached is a complaint filed by Charles Irvin, Attorney on behalf of Shannon Epting, owner of 201 N 23rd Avenue, against Jimmy Burke, dba Golden Eagle Services.

I am also filing a complaint against Mr. Burke on behalf of the City of Hattiesburg for violations related to the above referenced address, as well as violations related to a separate project located at 3105 Delwood. Following is a summary of the violations at each of the locations:

201 N 23rd, Permit number 13-2033

1. The job cost stated on the permit application is \$35,000. Ms Epting has produced copies of receipts and invoices totaling approximately \$100,000 (see attached). Permit costs are calculated based on the job cost.
2. The scope of work performed was grossly misrepresented on the permit application. Much more work was done than was listed on the application.
3. I visited the site on 6-17-13 and Ms Epting pointed out work that was done without her permission, including, among other things, redesigning a closet and

adding on to a kitchen and bedroom. I also noted work of poor quality. See attached photos.

4. The contractor failed to request required inspections prior to covering up work.

3105 Delwood, Permit # 13-1880

1. Work performed was much more than listed on the permit.
2. The contractor made 2 additions to the building that were not part of the approved plans. Both additions resulted in setback violations that caused the owner to request variances from the planning commission for the setback encroachments.

In addition to the two projects above, the City has experienced difficulties with Mr. Burke on other projects. On at least two other occasions owners have had to hire contractors to complete projects that Mr. Burke had started.

Because of the misrepresentations and code violations stated above, I am requesting that the Board revoke Mr. Burke's license, and that such revocation shall apply to Golden Eagle Services as well as any other company name that Mr. Burke may be or may become associated with as an owner, managing member or officer.

Thank you for your consideration in this matter.

ORDINANCE NO. 3034

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

**AN ORDINANCE ESTABLISHING A CONTRACTOR REVIEW BOARD,
AMENDING CONTRACTOR LICENSING REQUIREMENTS AND
TO ABOLISH THE CONSTRUCTION BOARD OF EXAMINING,
ADJUSTMENT AND APPEALS BOARD, ELECTRIC BOARD AND PLUMBING,
GAS, MECHANICAL AND SPECIALITY TRADES EXAMINING REVIEW
BOARD; AMENDING CHAPTER 6, REPEALING SECTION 6-1, SECTION 6-12
AND SECTION 6-99 THROUGH 6-101 AND AMENDING CHAPTER 9
REPEALING SECTION 9-4 THROUGH 9-21 OF THE CODE OF ORDINANCES;
AND REPEALING ORDINANCE NUMBERS 2570, 2581 AND 2812 AND ALL
OTHER ORDINANCES IN CONFLICT HERewith**

Whereas, the Mayor and City Council of the City of Hattiesburg, Mississippi, deems it appropriate to abolish the Construction Board of Examining, Adjustment and Appeals Board, Electric Board and Plumbing, Gas, Mechanical and Specialty Trades Examining Review Board and establish a Contractor Review Board;

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

SECTION 1. That Section 6-1, Section 6-12 and Section 6-99 through 6-101 of Chapter 6 and Section 9-4 through 9-21 of Chapter 9 of the Code of Ordinances, and Ordinance Number 2570, adopted November 5, 1996, Ordinance number 2581, adopted January 21, 1997 and Ordinance number 2812, adopted January 21, 1007 are hereby repealed.

SECTION 2. CONTRACTOR REVIEW BOARD ESTABLISHED

- A. A Contractor Review Board is hereby established. The board shall consist of the Building Official of the City, or his official representative, and nine active members. Such members shall reside in the City of Hattiesburg, and shall be appointed by the Mayor and ratified by the City Council, and such members shall be from the following professions, to wit:
- One licensed General Contractor; One licensed Residential Builder; One licensed Master Plumber; One licensed Master Mechanical Contractor; One Licensed Master Electrician; One Architect licensed in the state of Mississippi; One Engineer licensed in the state of Mississippi; two Representatives at Large actively serving the construction industry; and the Building Official, or his official representative, who shall be a permanent advisory, ex officio and nonvoting member of the board, by virtue of his office.
- B. Terms: The initial term of office of each member shall be three years, with all subsequent terms being two years each. Such members shall be eligible for appointment to succeed themselves. All vacancies in said board, because of resignation, death or removal prior to the expiration of the term of such member

shall be filled by appointment of the mayor and ratified by the City Council at the next meeting of the governing authorities. All members shall be resident citizens of the City of Hattiesburg and shall maintain such residency during their term of office. In the event that there is no contractor in good standing with the City from one of the above listed professions who resides in the City, the board may recommend to the Mayor for appointment and ratification, an alternate Member at Large who resides in the City and who is a professional within the industry for which there is a vacancy.

- C. Meetings: Regular meetings of the board shall be held on the third Wednesday of each month at 3:00 PM at City Hall or at such time as the board may set. Special meetings may be called at any time by the chairman or vice chairman or a majority of the board.

Five members of the board, plus the building official representative, present at any meeting shall constitute a quorum for the transaction of business, but any action taken at meeting shall require a majority vote. The chairman of the meeting of the board shall vote. In the absence of a quorum present at the meeting, a maximum of two proxy votes shall be allowed. Said proxies shall be designated by the absent member(s) in writing via fax, e-mail, mail or hand delivered.

A maximum of two members may participate in meetings via teleconference. But in no case shall a meeting be conducted unless at least three active voting members are present at the meeting.

- D. Officers: The board shall select one of its members as chairman, who shall preside at all meetings, and a vice chairman who shall preside in the absence of the chairman.

- E. Removal of a Board Member: In the event that a board member shall be absent from three consecutive meetings without just cause, such member shall be removed from the board by the Mayor and City Council. Resulting vacancies shall be filled pursuant to Section 1A of this Ordinance.

F. Duties:

1. It shall be the duty of the Contractor Review Board to receive and approve or deny all applications from contractors, as defined in section 2 of this Ordinance, seeking to obtain a contractors license in the City; or to continue in business in the City after a license has been suspended or has not been renewed as required by this Ordinance. Said approval or denial for the issuance or renewal of a contractor's license shall be based on the criteria outlined in section 2 of this ordinance. Said approval or denial of a contractors license following a suspension period shall be based on criteria set forth by the board for that contractor based on the circumstances which caused the suspension;
2. To formulate rules to govern its actions;
3. To take testimony and proof concerning all matters within its jurisdiction, including but not limited to granting licenses, receiving

complaints, conducting hearings, revoking licenses and making investigations;

4. And to take action to suspend or revoke a contractor's license following a complaint if the board determines that such action is warranted after taking testimony and proof from a complainant.

G. Compensation: Board members shall not be compensated but may be reimbursed reasonable amounts for expenses incurred while performing duties relative to functions of the board. Such expenses must be pre-approved by the City Administrator prior to expenditure.

H. Liability: Board members acting in good faith and without malice in the discharge of duties required by this ordinance shall not be rendered liable personally. Any suit instituted against the board or a member in the lawful discharge of duties and under the provisions of this ordinance shall be defended by the legal representative of the City until final termination of the proceedings.

SECTION 3: LICENSE REQUIRED

A. Any person, firm or corporation performing work which requires a permit from the Land Development Division, including but not limited to building permit, demolition permit, building moving permit, sign permit, electrical permit, plumbing permit, mechanical permit, gas permit, tree-cutting permit, and grading permit shall be licensed by the City as a contractor in the appropriate trade for the scope of work to be covered by said permit.

B. Classification of License: Contractor licenses shall be classified as follows:

1. General Contractor: for the construction, alteration or repair of buildings, either residential or commercial, with the exception of electrical, plumbing, mechanical and gas work.
2. Residential Builder: for the construction, alteration or repair of single-family residential buildings; multi-family residential buildings not to exceed forty-nine dwelling units and not to exceed two stories in height; and commercial buildings not to exceed seven thousand, five hundred square feet and not to exceed two stories in height; with the exception of electrical, mechanical, plumbing and gas work.
3. Residential Remodeler: for the alteration or repair of one- and two-family dwellings where the project cost does not exceed fifty thousand dollars. Residential Remodelers shall not perform electrical, plumbing, mechanical or gas work.
4. Master Electrician: for electrical installations, repairs and alterations. Journeyman electricians shall not be allowed to permit electrical work.
5. Master Mechanical Contractor: for the installation, repair, and alteration of HVAC systems, ductwork, exhaust systems, gas appliances and piping and other systems covered by the currently adopted mechanical code. HVAC

contractors shall be properly certified by the Environmental Protection Agency for the installation of freon. Journeyman mechanical contractors shall not be allowed to permit mechanical work.

6. Master Plumber: for the installation, repair or alteration of plumbing systems covered by the currently adopted plumbing code and for the installation, repair and alteration of gas piping. Journeyman plumbers shall not be allowed to permit plumbing work.
 7. Roofing Contractor: for the installation, repair or alteration of residential and commercial roofing systems. Roofing contractors shall not perform remodeling or construction other than roofing.
 8. Moving Contractor: for the moving of residential and commercial buildings as well as the moving of other structures and items which require a moving permit.
 9. Demolition Contractor: for the demolition of buildings and other structures which require a demolition permit.
 10. Sign Contractor: for the installation, erection, alteration or repair of commercial signs.
 11. Specialty Trades: for the installation, repair, or alteration of systems requiring a permit which are not specifically mentioned above, including but not limited to fire sprinkler contractors and commercial hood system contractors. In addition to approval by the Contractor Review Board, fire suppression contractors of all types, including but not limited to fire sprinkler contractors and commercial hood contractors, shall be approved by the City Fire Marshal.
- C. Exceptions: The following projects shall not require a licensed contractor:
1. The owner-occupant of a single-family dwelling may act as his/her own general contractor one time per calendar year. The residence must be occupied by the owner-contractor and cannot be constructed for resale or rent. The owner-contractor shall assume all liability and responsibility associated with the construction of the residence and shall be subject to the State Home Warranty Act. The owner-contractor shall certify to the City that he/she is in fact the owner/occupant of said residence and that he/she is qualified to act as his/her own contractor and that he/she is knowledgeable of all applicable building codes. If, after one or more inspections, the building official or his assigned representative determines that the owner is not qualified to construct the residence, the owner, after being given notice by the building official to do so, shall cease all construction activity until a duly licensed contractor has been retained and approved by the building official to complete the project.
 2. The owner-occupant of a single-family residence may act as his/her own contractor for the alteration or repair of said residence. The owner-

contractor shall be subject to the same terms and conditions as outlined in number one (C-1) above.

3. The owner of existing commercial and/or existing rental property may act as his/her own contractor for the alteration or repair of said existing commercial or rental property so long as the project cost of said alteration or repair does not exceed one hundred thousand dollars. The building official, at his option, may use cost data tables and formulas provided by the International Code Council or other nationally recognized cost data to determine the project cost of said alteration or repair projects. Owner-contractors shall be subject to the same terms and conditions as outlined in number one above (C-1).
 4. Volunteers, performing work on a strictly volunteer basis for a non-profit organization may qualify to perform said work without a license. A request for volunteer status shall be submitted in writing to the building official. Such request shall include a detailed description of the scope of work to be performed and the qualifications of the volunteer(s) to perform such work. The building official may approve said request, deny said request, or approve the request subject to project oversight by a duly licensed contractor. If the building official denies said request, the volunteer(s) may appeal said denial to the Contractor Review Board by filing said appeal in writing, requesting a hearing before the board at its next regular meeting.
 5. In no case shall an owner-contractor or a volunteer perform gas piping or electrical work. All such work shall be performed by contractors duly licensed with the City.
- D. License Application Requirements: Applicants for a contractor's license shall be at least twenty-one years of age and shall make application on application forms furnished by the Land Development Division and provide supporting data required by said application, including but not limited to:
1. A valid copy of the applicant's current Mississippi State Certificate of Responsibility (State License). In lieu of a copy of the state certificate of responsibility, a contractor may qualify to transfer to the City from another city or county within the state by fulfilling all the requirements of Mississippi Code of 1972, Section 17-25-5. Said section 17-25-5 shall only replace the requirement for competency examination and shall not replace any other requirements for application. Said transferring contractors shall be limited in accordance with regulations of the Mississippi State Board of Contractors.
 2. All applicants shall have at least five years proven experience in the trade governed by the license for which application is made. The applicant shall provide signed affidavit(s) prepared and signed by licensed contractor(s), other than the applicant, listing chronologically the active experience

under said licensed contractor(s), supervision of the applicant, and dates of said employment.

With approval by the Contractor Review Board, applicants may substitute up to three years experience with a degree in the appropriate field of study from an accredited four-year College or University. The applicant shall have the College or University forward the applicant's transcript to the Board.

3. Valid and clear picture identification, such as drivers license.
 4. A list of all projects completed by the applicant in the past twelve months. Such list shall be in spreadsheet format and shall include the project address; scope of the work; and name, address, and phone number of the client for which said work was performed. Any omissions from said list or any misrepresentation of facts shall be sufficient cause for revocation of license as well as legal action related to perjury.
 5. Certificate of General Liability Insurance naming the City of Hattiesburg as a certificate holder. Said liability insurance shall be a minimum of one million dollars coverage for general contractors, a minimum five hundred thousand dollars coverage for residential builders, a minimum of fifty thousand dollars for residential remodelers, and a minimum of one hundred thousand dollars coverage for all other contractors. Moving contractors may substitute Cargo Insurance with a coverage amount not less than the appraised value of the structure or item being moved for the liability insurance.
 6. Proof of Workers Compensation Insurance when applicable.
- E. The building official may, at the building official's discretion, upon receipt of the above-mentioned documentation, issue the applicant permits prior to Board approval until the next regular meeting of the Board.
- F. Grandfather Clause: Any contractor licensed at the time of passage of this ordinance shall remain in effect with the condition that the contractor keeps his/her documentation, including but not limited to insurance and bond, current with the Land Development Division. Existing contractors who do not have a state certificate of responsibility are subject to the restrictions and regulations imposed by state law and the State Board of Contractors.
- G. Renewal: It shall be the contractor's responsibility to keep current all required documentation, including but not limited to insurance and bond renewals, and submit said documentation to the Land Development Division. If the contractor fails to renew documentation prior to expiration, the contractor is subject to reapplication to the Board and must comply with the requirements of this ordinance.
- H. Violations: Anyone who violates any portion of this ordinance shall be guilty of a misdemeanor and subject to fines and/or up to ninety days in jail as determined by the Municipal Judge. Each violation shall constitute a separate offense. Each day

that a violation exists shall constitute a separate offense.

In addition to fines and/or jail sentence, a contractor shall be subject to disciplinary action by the Board, up to and including revocation of license.

I.

SECTION 4: VALIDITY AND EFFECT

A. Validity: If any section, sub-section, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of the ordinance. The governing authorities of the City of Hattiesburg, Mississippi, hereby declare that it would have passed this ordinance and each section, sub-section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, or phrases be declared unconstitutional.

B. Effective Date: This Ordinance shall take effect and be in force thirty days from and after its passage as provided by law.

The above and foregoing Ordinance having been reduced to writing, the same was introduced by Councilman Ware, seconded by Councilperson Carroll and was adopted by the following vote, to-wit;

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

The President thereby declared the motion carried and the ordinance adopted, this 7th day of April, A.D., 2009.

(SEAL)

ATTEST:

John K. Bernardo
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this 7th day of April, A.D., 2009.

ATTEST:

Idair E. Myers
CITY CLERK

APPROVED:

[Signature]
MAYOR

^{5/20/09}
MB 2009-2/569-575

MOTION was made by Councilman Ware and seconded by Councilman Carroll to Adopt Ordinance Number 3034 establishing a Contractor Review Board, amending contractor licensing requirements and abolishing the Construction Board of Examining, Adjustment and Appeals Board, Eclectic Board and Plumbing, Gas, Mechanical and Speciality Trades Examining Review Board; amending Chapter 6, repealing section 6-1, section 6-12 and sections 6-99 through 6-101 and amending chapter 9 repealing section 9-4 through 9-21 of the Code of Ordinances; and repealing Ordinance numbers 2570, 2581 and 2812 and all other ordinances in conflict herewith.

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

YEAS: Bradley	NAYS: None
Delgado	
Carroll	
Ware	
Naylor	

This being the 7th day of April, A. D., 2009

(Copies)



No handrails

No landing



6-17-13

Debris not removed



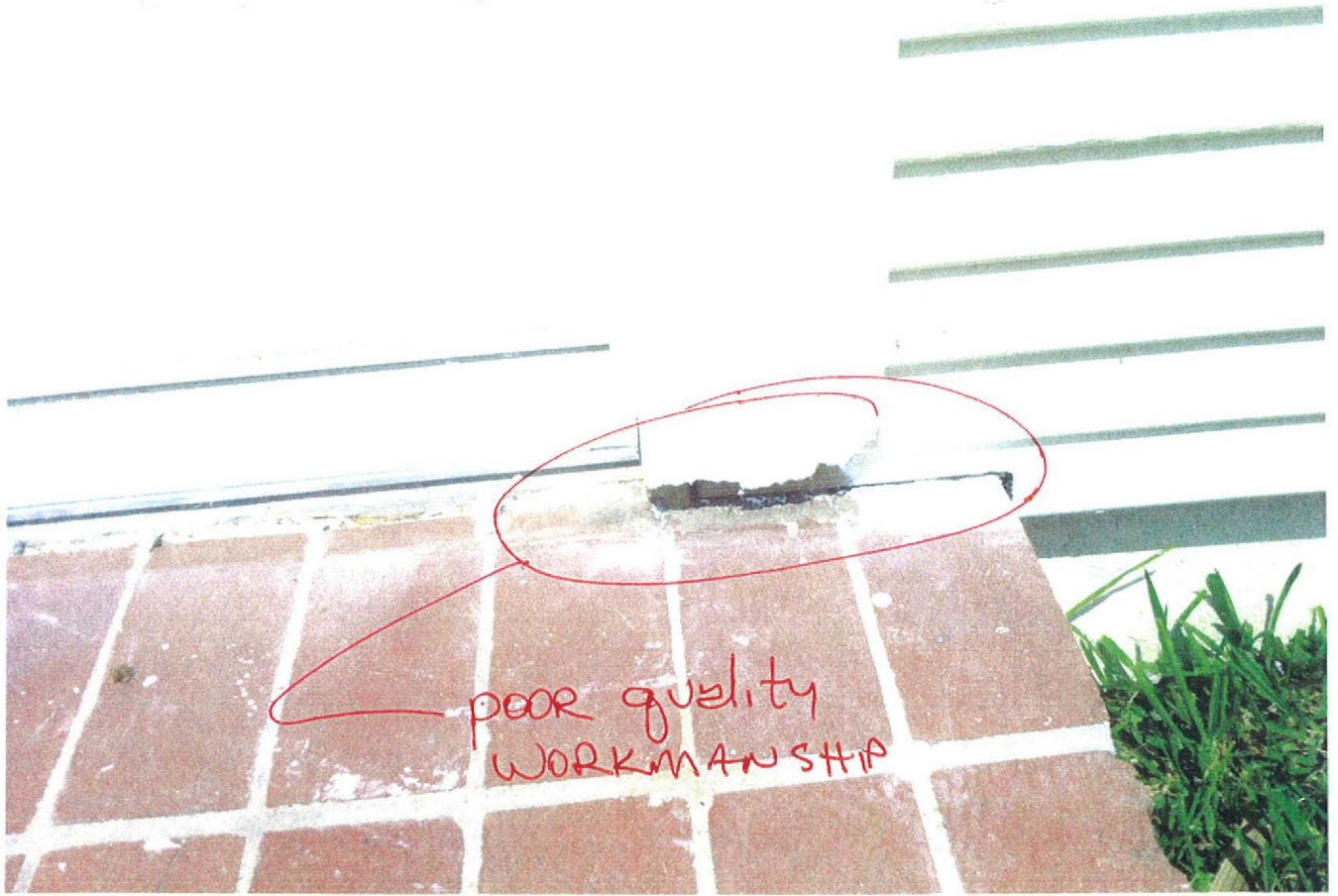
Installed behind steps



6-17-13



6-17-13



poor quality
WORKMANSHIP

Rodgers, Bill

From: Rodgers, Bill
Sent: Tuesday, June 18, 2013 3:17 PM
To: 'charles irvin'
Subject: RE: After Inspection

Thanks

I will make it a part of the complaint
Bill Rodgers, Building Official
Land Development Administrator
City of Hattiesburg, Ms.
Phone: 601-554-1028
Fax: 601-545-4688
brodgers@hattiesburgms.com

From: charles irvin [mailto:cbirvin@gmail.com]
Sent: Tuesday, June 18, 2013 3:11 PM
To: Rodgers, Bill; Shannon Wallace
Subject: Fwd: After Inspection

Mr. Rodgers Per you instructions, my client has compiled the following list of work and negative outcomes as a result of that work. I have already submitted the Contract that covers the scope of work but this post inspection list also highlights the areas you inspected and provides more context.

Many thanks
Charles Irvin
Attorney
601.466.0266

----- Forwarded message -----

From: Shannon Wallace <shannonwallace0115@gmail.com>
Date: Mon, Jun 17, 2013 at 1:52 PM
Subject: After Inspection
To: "cbirvin@gmail.com" <cbirvin@gmail.com>

- The new addition to kitchen and the steps blocking meter box.
- No smoke detectors in bedroom and hallways.
- Foundation- DANGEROUS
- Substandard (painting,plumbing, electrical(switches and outlets behind the wall)
- painting (interior and exterior)
- closets not functional
- addition to carport
- Doorbell is 6ft high
- Entered home after being fired to take items
- Stated that I could only live in my house for 2 yrs after being completed.

His name and email is listed below:

Bill Rodgers

CHARLES B. IRVIN, JD/PhD, Attorney

1010 Northpointe Drive, Jackson, Mississippi 39211 601.466.0266 cbirvin@gmail.com

June 12, 2013

Pattie Brantley, AICP Director
Department of Urban Development
200 Forrest Street
Hattiesburg, MS 39401

**RE: Complaint: Jimmy Burke DBA Golden Eagle Services
and JSC Construction, LLC**

Director Brantley:

I have been retained by Shannon Epting, owner of the residence located at 201 N 23rd Avenue, to pursue the administrative claims against Jimmy Burke DBA Golden Eagle services and JSC Construction, LLC (hereafter referred to as "Golden").

Claims against Golden:

1. Ms. Epting contracted with Golden to provide general contracting and construction services of her home. Upon entering a contract for services was entered and the permitting process was started. (See Exhibits "A &B"). Initially the total job cost as listed in the Contractor Information section of the official City of Hattiesburg permitting paperwork was \$35,000.00. (Ex. B). However, the contract provided to Ms. Epting by to Golden reflects a "Total Job Price for Labor and Material of \$115,750.00" (Ex. A). Later the Total Job Price was revised to \$97,750.00. (Ex. A). First, the payments were made up to the amount of \$98,856.00, on time and in good faith by Ms. Epting. (Ex. C) Second, neither Golden nor its subsidiary followed through on the terms of the contract. Third, Golden defrauded Ms. Epting with substandard performance of the contract. Fourth, Golden did not comply with the permitting or coded standards in

performance of the contract. Fifth, even though non-compliant with the contract and in the face of substandard performance, Golden improperly pursued a Construction Lien for \$33,000.00 against Ms. Epting and her property. (Ex. F).

2. Upon being retained I performed a site visit. After the site visit I advised Ms. Epting to begin the administrative process to seek damages, so that the property can once again become habitable by her family. In doing so we have received estimates from Barnett Construction Work, LLC, to determine the extent of the repairs needed to bring the property up to Code level. (Ex. E). Based on their inspection of the premises and written estimate the cost to reach code level and have Ms. Epting live in the property again is \$97,914.00. This amount reflects need by Barnett to redo the non-compliant/sub-standard work performed previously by Golden.
3. Based on this and other estimates sought to prepare for legal proceedings, Golden has engaged in fraud, breach of contract, and bad faith towards the homeowner, Ms. Epting and the City by knowingly violating City Building Codes and fraudulently submitting improper Permitting Documents to the City of Hattiesburg. (Ex. A&B).
4. The entire process has been documented by Ms. Epting and is submitted to you in detail for a ruling. (Ex. A-F).
5. The relevant documents to be presented at the scheduled administrative hearing are attached as exhibits:
 - A. Contract for services by Golden and JSC; with estimates ;
 - B. City of Hattiesburg Permit documents for Residential Construction submitted by Golden;
 - C. Paid Invoices submitted to Ms. Epting;
 - D. Letter of Termination submitted to Golden detailing the substandard and fraudulent work, with additional invoice submitted to Ms. Epting;
 - E. Barnett Construction Works LLC estimate of work needed to bring the home to code; and
 - F. Copy of the Notice of Construction Lien filed by Golden.

**Relief sought through Administrative Remedies with the City of
Hattiesburg:**

- ✓ 1. Inspection of the property of Shannon Epting, Located at 201 N. 23rd Avenue;
- ✓ 2. Allow presentation of evidence contained as exhibits in this letter;
- ✓ 3. Administrative Ruling in favor of Shannon Epting based on the overwhelming evidence;
4. Lifting of the defective Construction Lien;
5. Written Ruling outlining the damage caused by Golden, specifically non-compliance with the City of Hattiesburg Building Code and Rules for Contractors, including a list of any previous citations and code violations on Golden, Jimmy Burke, or JSC Construction;
6. Written ruling outlining the redress from Golden to Shannon Epting for non-performance of the written contract in the amount of \$98,856.00; and
7. Written ruling requiring Golden to pay for the replacements costs submitted by Barnett Construction to, redo the work of Golden and reach building code compliance/habitability in the amount of \$97,914.00.

Ms. Epting does not trust the work or the word of Golden and as such we are requesting that they be ordered to pay for all replacement costs listed under the estimate of Barnett Construction Works, LLC. This is enumerated under the relief sought but needs to be underscored and observed during the inspection of the premises.

In preparation for the administrative hearing we have also taken affidavits of other specific sub-contractors and can provide those if needed to further validate the observations of Barnett Construction Work, LLC. Further, we have taken photographs of the entire scope of work and can show the non-performance in detail. From paint to electrical, framing, sheetrock, code compliance to plumbing, there is something wrong with each and every aspect of the work performed by Golden.

Based on this we ask for a full hearing and rendering in favor of Ms. Shannon Epting. If you need further documentation or information, do not hesitate to contact me at cbirvin@gmail.com or 601.466.0266.

149 DCA 03/06 - 12 581111
 143 DCA 03/12 - 12 2217301

Subject: RE: COMTRATO

From: lazaro silva <morenoguapo39@hotmail.com>

Date: 2/25/2013 11:49 AM

To: <jimmydburke@comcast.net>

From: morenoguapo39@hotmail.com

To: jimmydburke@comcast.net

Subject: RE: COMTRATO

Date: Mon, 25 Feb 2013 11:45:40 -0600

From: morenoguapo39@hotmail.com

To: jimmydburke@comcast.net

Subject: RE: COMTRATO

Date: Mon, 25 Feb 2013 11:36:52 -0600

GOLDEN EAGLE SERVICES & JSC CONSTRUCTION LLC.

-PETAL, MS 39465 -- PH: 6013073065; 601-297-7363; 601-297-2820

ESTIMATES TO FIX THE HOUSE (CONFORMED ADJUSTER SUMMARY RECORD)

NAME: SHANNON EPTING.

201 NORTH 23 RD AVE, HATTIESBURG -- MS 39401 -- 601-229-4254.

- 1.) FUNDATION (RIGHT ELEVATION) -- TEAR OUT CONCRETE BLOCK, AND REPLACE CONCRETE BLOCK, REINFORCED.
- 2.) ROOFING -- TEAR OUT OLD SHINGLE, TEAR BROCK EN TRUSS, AND BROCKEN DECK.
REPLACE BROCKEN TRUSS, REPLACE BROCK PLYWOOD (DECK) AND INSTAL NEW 30 YEARS SHINGLES.
A.) OBS. REPLACEMENT INCLUDES ALL SHINGLES, RIDGE, FELT, BOOTS, AND HARDWARE (LABOR AND MATERIAL).
- 3.) OUTSIDE ELEVATION- CLEAN, SAND, PRIMER AND PAINT
A.) THE OWNER PICK THE COLOR.
- 4.) REPLACE BROKEN WINDOWS
- 5.) INSTALL CERAMIC TILE FOR ALL FLOORING IN THE HOUSE IF NEEDED
- 5.) REPAIR INSIDE ELECTRICAL SYSTEM IF NEEDED; (DOES NOT INCLUDE REPLACE CHANDELIERS OR CEILING FANS)
- 6.) REPAIR PIPE IF NEEDED; (INSTALL NEW CONNECTIONS AND FAUCETS)
- 7.) REPAIR A/C AND HEAT UNITS (IF NEEDED)
- 8.) INSIDE, REPLACE ALL DRYWALL (SHEETROCK) IN CEILING AND WALLS, DO MOLD FINISH, AND CEILING TEXTURE.(IF NEEDED)
- 9.) INSTALL ONE BATH VANITY WITH TOP (25") AND ALSO ONE TOILET, AND BATH TUBE/SHOWER FOR EACH BATHROOM (02 BATHROOMS)
- 10.) IN THE KITCHEN AREA REPLACE 15' LINER FT CABINETS, INSTALL NEW COUNTER TOP (FORMICA TOP), NEW DOUBLE SINK, AND NEW FAUCETS.
A.) IF THE CUSTOMER LIKE INSTALL GRANITE TOP, THE PRICE NEED BE REVISED.
- 11.) IN THE WINDOWS SPACE, REPLACE GLASS IF NEEDED.
- 12.) INSTALL NEW BASE BORD IN WHOLE HOUSE
- 13.) FREMING AND FINISH CAR PORCH WALLS
- 14.) IN THE LIVING ROOM AREA, REPLACE CROWN MOLDING.
- 15.) INSIDE PAINT: USE ONE COLOR FOR CEILING AND ONE COLOR FOR WALLS
A.) PAINT ALL INTERIOR TRIMS AND DOORS SAME COLOR
B.) FOR FRONT DOOR PAINT: OWNER PICKS COLOR
- 16.) CONTRACTOR PICKS ALL MATERIALS AND OWNER PICKS ALL COLORS AND DESIGNS

A

A.) FOR ALL MATERIALS, USE SAME EXSITING QUALITY

17.) TOTAL JOB PRICE FOR LABOR AND MATERIALS: \$115,750.00

18.) PAYMENT SCHEDULE. 35% (start job) 35% (confirm job progress), and 30% (to finish all jobs).

A.) THE JOB WILL TAKE 3 STEPS TO COMPLETE. (OWNER AND CONTRACTOR WILL BOTH DECIDE WHAT SHOULD BE DONE FOR EACH STEP)

19.) THE CONTRACTOR IS NOT RESPONSIBLE FOR:

A.) ELECTRICAL CONNECTIONS (OUTSIDE METER BOX)

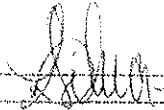
B.) PLUMBING (OUTSIDE CONNECTIONS)

C.) OUTSIDE SEWER LINE OR SEPTIC TANK

D.) FEDERAL TAX, STATE TAX, OR CITY FEES

20.) CONTRACTOR WORKS CONFIRM CITY CODES, STATE CODES, AND CONFORMED ADJUSTER SUMMARY INSTRUCTIONS.

21.) CONTRACTOR IS RESPONSIBLE FOR CLEANUP OF WORK AREA/CONSTRUCTION DEBRIS REMOVAL, BUT IS NOT RESPONSIBLE FOR THE DELIVERY (FROM WORK SITE) OF THE CONSTRUCTION DEBRIS TO IT'S FINAL DESTINATION



X

Hattiesburg, Ms - 02/21/2013.

CASH SALE

THE ECONOMY SUPPLY COMPANY

ROOFING - WALLBOARD - CEMENT - CELOTEX - STEEL & ALUMINUM SASH - DOORS

200 SECOND STREET

BUILDER'S HARDWARE

HATTIESBURG, MISSISSIPPI 39401

PHONE

582-1941

SHIPPING & CREDIT
CUSTOMER COPY

\$1731.53

TOTAL

CHECKING

874113

AUTH:

RRN: 22264877

BATCH: 168

DATE: APR 08, 13

THU:

RECORD #: 14

DEBIT

*****2053

DEBIT

MERCHANT #:

134093742815

TERMINAL I.D.:

0075420013409374281503

HATTIESBURG, MS. 39401

200 E 2ND ST

ECONOMY SUPPLY CO

Customer's Order No. _____		Date _____					
Name _____							
Address _____							
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	MDSF RETD	PAID OUT	
QUAN	DESCRIPTION				PRICE	AMOUNT	
	2 1/2" x 4" x 1/2" L.P.						
	3 1/2" x 5 1/2" x 1/2" L.P.					410.00	
	2 1/2" x 4" x 1/2" L.P.						
	8 1/2" x 1 1/2" x 1/2" L.P.					302.00	
	1 1/2" x 1 1/2" x 1/2" L.P.						
	1 1/2" x 1 1/2" x 1/2" L.P.					672.75	
	1 1/2" x 1 1/2" x 1/2" L.P.						
	1 1/2" x 1 1/2" x 1/2" L.P.					187.50	
	SALES TAX						
	TOTAL						

All claims and returned goods MUST be accompanied by this bill.

Rec'd By _____

MULTIFORMS 545-2312



Sumate

GOLDEN EAGLE SERVICES
305 S. 12th. Ave
Hattiesburg, MS 39401

Date 4/3/2013
Estimate # 12824

Name / Address

Shannon Epting
201 N. 23 Rd. Ave.
Hattiesburg Ms. 39401

Description	Total
INSTALL NEW 4 TON A/C SYSTEM, REMOVE OLD SYSTEM BECAUSE OF WATER DAMAGE PRICE INCLUDES ALL LABOR AND MATERIAL	9,500.00

THANK YOU FOR LETTING US SERVE YOU
JIMMY

GOLDEN EAGLE SERVICES
jimmy@goldeneagleservice.net

Total \$9,500.00

601-307-3065
601-266-6690



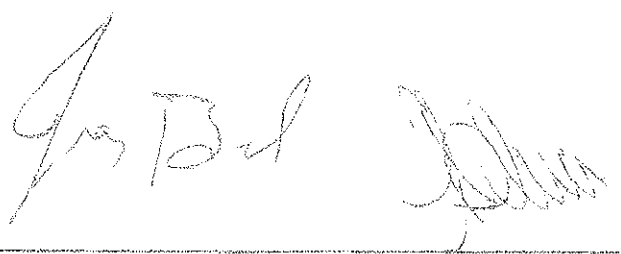
GOLDEN EAGLE SERVICES

305 S. 12th. Ave
Hattiesburg, MS 39401

Invoice

Date	Invoice #
5/10/2013	3782

Bill To
Shannon Epting 201 N. 23 Rd. Ave. Hattiesburg Ms. 39401

Description	Amount
REPLACE 25 WINDOWS [INSTALLED DOUBLE HUNG VINYL WINDOWS] TOTAL \$9800 BALANCE DUE	6,800.00
REMOVE SHED . CLEAN OUT FENCING AND POSTS BALANCE DUE	840.00
FRAMING AND REFINISH INSIDE PARTITION WALLS AND REBUILD KITCHEN AREA BALANCE DUE	4,900.00
TEAR OUT OLD DOORS , FRAMES AND REFRAME FOR 22 NEW DOORS BALANCE DUE	5,600.00
FINISH SHEET ROCK AND PRIME AND PAINT INSIDE WALLS BALANCE DUE	8,980.00
FRAMING ON CAR PORCH TO INSTALL GARAGE DOOR BALANCE DUE	880.00
ROUGH IN FOR REWIRE OLD PART OF HOUSE TOTAL \$8700 BALANCE DUE	5,000.00
	
THANK YOU FOR LETTING US SERVE YOU JIMMY	Total \$33,000.00



GOLDEN EAGLE SERVICES
305 S. 12th. Ave
Hattiesburg, MS 39401

Date 4/3/2013
Estimate # 12825

Name / Address

Shannon Epting
201 N. 23 Rd. Ave.
Hattiesburg Ms. 39401

Description	Total
WIRING IN HOUSE WAS DAMAGED IN STORM[IS OLD KNOB AND PIN WIRING] AND IS BEYOND REPAIR	
REWIRE HOUSE TO CURRENT NEC AND HATTIESBURG CITY CODES	
PRICE INCLUDES ALL MATERIAL AND LABOR	8,700.00

THANK YOU FOR LETTING US SERVE YOU
JIMMY

GOLDEN EAGLE SERVICES
jimmy@goldeneagleservice.net

Total \$8,700.00

601-307-3065
601-266-6690

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Delete

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Drafts (2)

All Mail

Spam (347)

lazaro silva <morenoguapo39@hotmail.com>
To: mrs.rlhands3@gmail.com

Thu, Feb 21, 2013 at 11:38 AM

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JSC - A MERICANZIL C ONSTRUCTION

PETAL, MS 39465 – PH: 601-297-7363; PH: 601-297-2820

ESTIMATES FOR HOUSE REMODELATION

NAME: SHANNON EPTING

201 NORTH 23 RD AVE, HATTIESBURG – MS 39401 – 601 329 4751

1.) FOUNDATION (RIGHT ELEVATION) - TEAR OUT CONCRETE BLOCK, AND REPLACE CONCRETE BLOCK, REINFORCED.

2.) ROOFING - TEAR OUT OLD SHINGLE, TEAR BROCK EN TRUSS, AND BROCKEN DECK

REPLACE BROCKEN TRUSS, REPLACE BROCK PLYWOOD (DECK) AND INSTAL NEW 30 YEARS SHINGLES.

A.) OBS. REPLACEMENT INCLUDES ALL SHINGLES, RIDGE, FELT, BOOTS, AND HARDWARE (LABOR AND MATERIAL).

3.) OUTSIDE ELEVATION- CLEAN, SAND, PRIMMER AND PAINT

A.) THE OWNER PICK THE COLOR.

4.) BUILD NEW ½ BATHROON IN THE BAR AREA

5.) INSTALL CERAMIC TILE FOR ALL FLOORING IN THE HOUSE IF NEEDED

5.) REPAIR INSIDE ELECTRICAL SYSTEM, INSTALL NEW WIRING, BREAKERS, SWITCHES, OUTLETS, AND LIGHT FIXTURES (DOES NOT INCLUDE CHANDELIERS OR CEILING FANS)

6.) REPLACE PIPES (CONFIRM IF NEEDED); INSTALL NEW CONNECTIONS AND FAUCETS

7.) INSTALL 5 TONS A/C AND HEAT UNITS FOR WHOLE HOUSE (ELECTRICAL)

8.) INSIDE, REPLACE ALL DRY WALL (SHEETROCK) IN CEILING AND WALLS, DO MOLD FINISH, AND CEILING TEXTURE. (IF NEED)

9.) INSTALL ONE BATH VANITY WITH TOP (25") AND ALSO ONE TOILET, AND BATH TUBE/SHOWER FOR EACH BATHROOM (02 BATHROOMS)

10.) IN THE KITCHEN AREA REPLACE 15' LINER FT CABINETS, INSTALL NEW COUNTER TOP (FORMICA TOP), NEW DOUBLE SINK, AND NEW FAUCETS.

A.) IF THE CUSTOMER LIKE INSTALL GRANITE TOP, THE PRICE NEED BE REVISED.

11.) IN THE WINDOWS SPACE, REPLACE GLASS IF NEEDED. (DOES NOT INCLUDE REPLACING WHOLE WINDOW SPACE)

12.) INSTALL NEW BASE BORD IN WHOLE HOUSE

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15.) INSIDE PAINT: USE ONE COLOR FOR CEILING AND ONE COLOR FOR WALLS

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B.) FOR FRONT DOOR PAINT: OWNER PICKS COLOR

16.) CONTRACTOR PICKS ALL MATERIALS AND OWNER PICKS ALL COLORS AND DESIGNS

A.) FOR ALL MATERIALS, USE SAME EXSITING QUALITY

17.) TOTAL JOB PRICE FOR LABOR AND MATERIALS: \$97,750.00 18.) PAYMENT SCHEDULE: 40% TO

START JOB; 20% CONFIRM JOB PROGRESS (2 TIMES); 15% TO FINISH JOB, AND 5% AFTER THE JOB COMPLETE.

A.) THE JOB WILL TAKE 3 STEPS TO COMPLETE. (OWNER AND CONTRACTOR WILL BOTH DECIDE WHAT SHOULD BE DONE FOR EACH STEP)

19.) THE CONTRACTOR IS NOT RESPONSIBLE FOR:

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C.) OUTSIDE SEWER LINE OR SEPTIC TANK

D.) FEDERAL TAX, STATE TAX, OR CITY FEES

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Hattiesburg, Ms - 02/21/2013.

Quick Reply

To: lazaro silva <morenoguapo39@hotmail.com>

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Thu, Feb 21, 2013 at 11:38 AM

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ESTIMATES FOR HOUSE REMODELATION

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- A.) THE OWNER PICK THE COLOR.
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- 17.) TOTAL JOB PRICE FOR LABOR AND MATERIALS: \$97,750.00 18.) PAYMENT SCHEDULE: 40% TO

THE ECONOMY SUPPLY COMPANY
ROOFING - WALLBOARD - CEMENT - CELOTEX - STEEL & ALUMINUM SASH - DOORS

PHONE
582-1941

All claims and returned goods **MUST** be accompanied by this bill.

MULTIFORMS 545-2312



GOLDEN EAGLE SERVICES
305 S. 12th. Ave
Hattiesburg, MS 39401

Estimate

Date 4/3/2013
Estimate # 12824

Name / Address

Shannon Epting
201 N. 23 Rd. Ave.
Hattiesburg Ms. 39401

Description	Total
INSTALL NEW 4 TON A/C SYSTEM, REMOVE OLD SYSTEM BECAUSE OF WATER DAMAGE PRICE INCLUDES ALL LABOR AND MATERIAL	9,500.00

THANK YOU FOR LETTING US SERVE YOU
JIMMY

GOLDEN EAGLE SERVICES
jimmy@goldeneagleservice.net

601-307-3065
601-266-6690

Total \$9,500 00



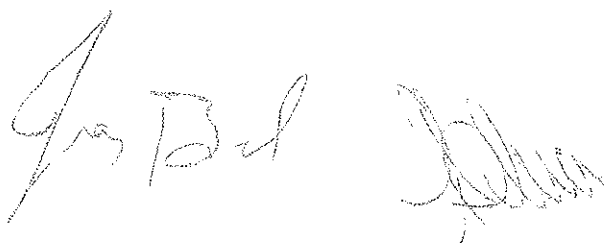
GOLDEN EAGLE SERVICES

305 S. 12th. Ave
Hattiesburg, MS 39401

Invoice

Date	Invoice #
5/10/2013	3782

Bill To
Shannon Epting 201 N. 23 Rd. Ave. Hattiesburg Ms. 39401

Description	Amount
REPLACE 25 WINDOWS INSTALLED DOUBLE HUNG VINYL WINDOWS TOTAL \$9800 BALANCE DUE	6,800.00
REMOVE SHED . CLEAN OUT FENCING AND POSTS BALANCE DUE	840.00
FRAMING AND REFINISH INSIDE PARTITION WALLS AND REBUILD KITCHEN AREA BALANCE DUE	4,900.00
TEAR OUT OLD DOORS , FRAMES AND REFRAME FOR 22 NEW DOORS BALANCE DUE	5,600.00
FINISH SHEET ROCK AND PRIME AND PAINT INSIDE WALLS BALANCE DUE	8,980.00
FRAMING ON CAR PORCH TO INSTALL GARAGE DOOR BALANCE DUE	880.00
ROUGH - IN FOR REWIRE OLD PART OF HOUSE TOTAL \$8700 BALANCE DUE	5,000.00
	
THANK YOU FOR LETTING US SERVE YOU JIMMY	Total 333,000.00



GOLDEN EAGLE SERVICES
305 S. 12th. Ave
Hattiesburg, MS 39401

Date 4/3/2013
Estimate # 12825

Name / Address

Shannon Epting
201 N. 23 Rd. Ave.
Hattiesburg Ms. 39401

Description	Total
WIRING IN HOUSE WAS DAMAGED IN STORM[IS OLD KNOB AND PIN WIRING] AND IS BEYOND REPAIR	
REWIRE HOUSE TO CURRENT NEC AND HATTIESBURG CITY CODES	
PRICE INCLUDES ALL MATERIAL AND LABOR	8,700.00

THANK YOU FOR LETTING US SERVE YOU
JIMMY

GOLDEN EAGLE SERVICES
jimmy@goldeneagleservice.net

Total \$8,700.00

601-307-3065
601-266-6690



Hattiesburg, Mississippi
Land Development Code
PO Box 1898
Hattiesburg, MS 39403
Phone (601) 554-1003 Fax (601) 454-4688

Permit NO. **MISC-5-13-2588**

Permit Type: **Miscellaneous**

Work Classification: **Other**

Permit Status: **Active**

Report Code: **N/A**

Issue Date: **5/21/2013**

Expires: **11/17/2013**

Project Address	PPIN No.	Valuation:	Total Sq Feet:	Historic District	Flood Zone
201 N 23RD AVENUE Hattiesburg, MS 39401	16118	\$ 2.50	00		

Owner Information	Address	Phone	Cell
SHANNON EPTING		(769)475-1300	

Contractor(s)	Phone	Primary Contractor
OWNER		Yes

Required Inspections:

For inspections call **1(601)554-1004**

Inspection

FEES DUE

FEES PAID

Fee	Amount	Inv Total	Paytype	Amt Paid	Amt Due
Misc Permit Fee	\$2.50	Inv # MISC-5-13-31476			
Total:	\$2.50	\$ 2.50	Cash	\$2.50	\$ 0.00

Proposed Construction / Details

FOR COPIES OF PERMIT ON 201 N 23RD AVE 3 @ 50 = 2 50

Issued By:

NOTICE: THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED, OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLETED WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION

SIGNATURE OF CONTRACTOR, OWNER, OR AUTHORIZED AGENT

B Rodgers by P.M.C. Yee
APPROVED BY

DATE

5/21/13

DATE

*****This copy Owner/Contractor*****

B

Acknowledgment

RE: Owner Name: Shannon Epton
Project Address: 201 N 23rd Ave
Contractor: Golden Eagle Service

Initial

I, Shane Burke, do hereby acknowledge that:
Print Name

- 1) Are you the Contractor X, Owner , Other , Specify
- 2.) The field copy of the plans must be on site at all times. If plans are lost or stolen there will be a \$10.00 per sheet charge to make the additional copies.
- 3) Contractor or a representative will be on site for all inspections.
- 4) Twenty four hour notice is required for all inspections.
- 5.) Building can not be used or occupied until all finals have been done and a Certificate of Occupancy has been issued.
- 6.) No licensed Contractor will allow an un-licensed Contractor to work.
- 7) When changing a contractor or sub-contractor, an affidavit from the new Contractor must be submitted prior to the change.
- 8). Any Changes to the approved site plan or building plans must be resubmitted to the city for approval prior to construction.

OWNER

9.) I understand that if an electrical inspection reveals that repairs need to be done before electrical service can be restored, I must retain a License Electrician at my own expense and a re-inspection fee may be applied.

I do hereby accept full personal responsibility for all the above and understand that a violation of any of the above may result in fines and/or imprisonment of not more than 90 days per offense, construction delays, and loss of license.

Shane Burke
Print Name:

305 S 12th Ave
Mailing Address:

305 S 12th Ave
Physical Address:

802182665
Drivers License#:

Shane Burke
Signature:

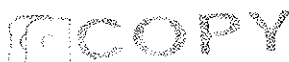
Hattiesburg, Ms 39401
City, State & Zip Code

601-307-3065
Cell Phone:

601-307-3065
Business Phone:

10-11-2014
Expiration Date:

3/8/13
Date:

 COPY

FINAL ADMINISTRATIVE RULE/REGULATION ADOPTION
STATE BOARD OF CONTRACTORS
STATE OF MISSISSIPPI

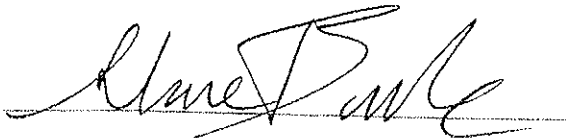
Effective October 15, 2007 the following administrative rule/regulation has been officially adopted by the Mississippi State Board of Contractors.

Once a building permit is issued to a residential builder or remodeler, or the holder of a certificate of responsibility by a municipal or county building official, or any other authority charged with the duty of issuing local building permits, such licensed residential builder or residential remodeler or holder of a certificate of responsibility shall exhibit a sign at the permitted job site which shall include, prominently displayed in lettering at least two (2) inches high and twelve (12) inches wide, the license or certificate of responsibility number of the residential builder or residential remodeler or holder of the certificate of responsibility and the State issuing it.

Golden Eagle Services 305 S 12th Av

Contractor Company

Company Address:



3/8/13

Contractor Signature:

Date:

CITY OF HATTIESBURG
BUILDING PERMIT CARD

PERMIT NO. 13-2033 DATE 3-7-13 PERMIT ISSUED BY SL at 601-554-

STREET ADDRESS 201 N 23rd Ave OWNER Shannon Epton

Property is zoned R-1A Requiring the following setbacks: Front _____ Rear _____ Each Side _____ /

- REQUIREMENTS: A. THE FINISHED FLOOR ELEVATION MUST BE ONE FOOT (1') ABOVE THE HIGHEST POINT OF THE NEARE STREET OR A DRAINAGE RELEASE IS REQUIRED.
- B. TWENTY-FOUR HOUR NOTICE IS REQUIRED FOR ALL INSPECTION REQUEST
- C. YOU MUST HAVE THE PERMIT NUMBER TO REQUEST INSPECTION

TYPE OF CONSTRUCTION Repair sheet rock & Paint install New S
land siding - replace A/C - repair wiring

TYPE	FOUNDATION/ UNDERGROUND	FRAMING/ ROUGH-IN	FINAL	OTHER
BUILDING				
ELECTRICAL				
PLUMBING				
GAS				
MECHANICAL				

PLEASE KEEP THIS CARD POSTED IN FRONT OF JOB AT ALL TIMES DURING THE _____ DAYS/MON
PERMIT IS VALID, PROTECTED FROM THE WEATHER - BUT ACCESSIBLE TO INSPECTORS
REMOVAL OF THIS PERMIT CARD IS PROHIBITED

E COPY

BUILDING PERMIT INSPECTION

Permit Number: 12-000000000000000000

Inspection Type: Final

Permit Type: Electrical

Inspection Status: Pending

Inspection Date & Time: 3/19/13

Inspector Name: James R. Need

Owner: C. J. Eagle Services

Flood Zone: X

Project Name: N/A

Contractor(s):

Primary Contractor: res

Project Location: 10000000000000000000

Golden Eagle Service

Department Comments:

Description of Work:

Temporary Electrical Power

NOTES

Inspection Reasons:

Comments:

Temporary Electrical Power
Inspection

yes

Jimmy Burke

James R. Need

COPY

3/19/13

BUILDING PERMIT APPLICATION

CITY OF HATTIESBURG
LAND DEVELOPMENT CODE OFFICE

P O BOX 1898
HATTIESBURG, MS 39403-1898
(601) 554-1004 OR FAX (601) 545-4688

RECEIVED
11/07/20
58
REQ BY:
13-2033

TO BE COMPLETED BY APPLICANT

DATE: 3 10 12

Boxed areas are for L.D.C. Staff only

(Sign Permits - see separate application)

Business Name/Project Name: Golden Eagle Service

XProject Address: 201 N 23rd Ave

XOwner Name: Shannon Epton

XOwner's Address: 201 N 23rd Ave

XOwner's Mailing address: 201 N 23rd Ave

XCity: Hattiesburg XState: MS XZip: 39401 County: Forrest

XPhone: (601) 329-4254 XCell #: (601) 329-4254 FAX: ()

XStructure: New Existing X Attached Detached

Gross Sq Ft: Net Sq Ft: Number of Floors:

Parcel #: 21-316-2-11 Zoning Class: B1A Flood Zone: X CSR

Panel Of 200 Map # 28035C0104D Map Date 3/2/10

Appraised Building Value: Substantial Improvement Log Posted:

Flood Elevation Certificate Elevations Received: Pre- Post Const.

Historical Dist: NA Cert. of Appropriateness: Letter of compliance:

Code Enforcement Property NA Ward #: 4 Approved by:

XType of Construction (please fully describe): Owner/occupied: X Re-sale/Lease: Initials

Residential: X Commercial: Apartments: Duplex:

How Many Apartment Buildings Units Per Building: Total # Units

Complete Plans Submitted and Attached: (3 sets) new commercial/with approved site plan and (2 sets) residential construction, also may include renovation/repairs:

CHECKLIST

- ☐ Approved Site Plan
- ☐ Foundation
- ☐ Building
- ☐ Electrical
- ☐ Plumbing
- ☐ Mechanical

- ☐ Field Copy
- ☐ "PLANS" stamped on permit card
- ☐ Inspection copy of plans in files
- ☐ Lot Size
- ☐ Lot Frontage
- ☐ Impervious Surfaces

COPY

CIRCLE ONE: Addition / Repair / Remodel / Roof / Grading / Other / New

X Describe fully: Repair Shutter & Paint, install new Siding,
And Siding
Re-do A/C Repair wiring

Mobile Home (Registration # Required):

Demolition/Remodel/Renovation: I understand that it is my responsibility to verify if there are Asbestos-containing materials. Also, I will abide by the codes of the Mississippi Department of Environmental Quality (DEQ) to properly remove the materials. Please call the DEQ at (601) 961-5769. Mailing address: Ms Dept. Environmental Quality, P.O. Box 2339, Jackson, Ms. 39225-2339

CONTRACTOR INFORMATION:

X CONTRACTOR: Golden Eagle Services

IS THE PROJECT RESIDENTIAL: X COMMERCIAL:

BUILDING SIZE: 1600 BUILDING COST: \$

ELECTRICAL: Golden Eagle Service

PLUMBING/GAS:

MECHANICAL: Golden Eagle Service

SPRINKLER/FIRE ALARM/HOOD SYSTEM

Fire Marshall Notified: Fire Marshall Plans:

VERIFIED BY LDC:

INS <u>✓</u>		STE <u> </u>
RR <u> </u>	RE <u> </u>	GC <u> </u>
INS <u>✓</u>		STE <u> </u>
INS <u> </u>		STE <u> </u>
INS <u>✓</u>	EPA <u> </u>	STE <u> </u>
INS <u> </u>		STE <u> </u>

X Clean-up Contact Person: Shane Burke Company Name: Golden Eagle Service

X Address: 305 S 12th Ave Phone: 601-307-3065

X SIGNATURE OF RESPONSIBLE PARTY FOR CLEANUP/DISPOSAL: [Signature]

NOTE: If the city picks up construction debris a charge of \$175.00 for the first load and \$150.00 per load thereafter will be billed to you.

X Total Job Cost: \$ 35,000

Grading Cost (if grading permit):

Permit Fee: \$432.00

Grading Permit Fee:

X I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT: [Signature]

Permit Prepared By: SB

Date: 3-7-13

Approved By: KB

Title:

Date Approved: 3/7/13

Permit Number:

Cross Reference Permit Number (grading, etc.):

Notes/Comments:



Licensed
Insured

Electrician
A/C & Heating
General Contractor

Proud Supporters of USM Athletics
GOLDEN EAGLE SERVICES

(601) 307-3065
jimmydburke@comcast.net

Jimmy Burke
305 S. 12th Ave.
Hattiesburg, MS 39401

10713

463172

Invoice

SOLD TO EPTING SAHANNON		SOLD TO GOLDEN EAGLE/AMERICAN 212	
ADDRESS 201 NORTH 23RD AVE		ADDRESS 39 CHASE LN	
CITY, STATE, ZIP HATTIESBURG, MS.		CITY, STATE, ZIP DETAL - MS.	

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE 3/06/13
--------------------	---------	-------	--------	-----------------

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		SAME MATERIAL AND LABOR			
		(1) ROOFING (REPLACE SHINGLES AND FIX)			
		(2) FOUNDATION (REPLACE BLOCKS AND LEVEL)			
		(3) REPAIR ELECTRICAL AND A/C			
		<i>Done [Signature]</i>			
		<i>[Signature]</i>			\$28,178.01

L-5840 - 5/11/07

01-11

1 payment made to Golden Eagle/American
Construction

C

2 of 13

463175

JSC

Invoice

SOLD TO LEPTING SHANNON		SOLD TO GOLDEN EAGLE / AMERICAN	
ADDRESS 201 NORTH 23 RD		ADDRESS 39 CHAIR LN	
CITY, STATE, ZIP HATTIESBURG		CITY, STATE, ZIP PETAH MS.	
CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.
			DATE

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		LABOR AND MATERIAL			28,170.00
		2 nd DRAW			
		WINDOWS, INSULATION			//
		SHEETROCK, AND FENCE			
		J. J. [Signature]			28,170.00

A-22-0 7-1978/46721

01-71

2 payments made to Golden Eagle
 JSC Americanzill
 Construction

3 of 13

443.26

JSC

Invoice		SOLD TO		SOLD TO		DATE	
EPTING SHANNON		GOLDEN EAGLE/AMERICANZ				04/03/13	
ADDRESS		ADDRESS					
201 NORTH 23 RD		39 CHAR LN PETAL -MS					
CITY, STATE, ZIP		CITY, STATE, ZIP					
HATTIESBURG - MS		PETAL - MS					
CUSTOMER ORDER NO.		SOLD BY		TERMS		F.O.B.	
ORDERED	SHIPPED	DESCRIPTION		PRICE	UNIT	AMOUNT	
		LABOR AND MATERIAL 3 rd DRAW		\$28,170.01			
		① SHEETROCK FINISH.					
		② ELECTRICAL (REPLACE SERVICE AND ALL WIRE)					
		③ PLUMBING AND H/O (COMPLETE JOB.)					
		④ START OUTSIDE AND INSIDE PAINT					
		⑤ START FLOOR COVER.					
		JSC					
		G. J. J.					
				\$28,170.01			

3 payments made to Golden Eagle
JSC Americanz
Construction

DATE=04/12/2013 SEQUENCE=0400647128
Account=00000188747000 P/C=000019 Amount=\$14500.00

4 of 13

SHANNON SEPTING 02/13 769-475-1300 phone# 85-27/853 102
201 N 23RD AVE
HATTIESBURG, MS 39401-5926
Date 04/11/13
Pay To The Order Of: Jose L. Da Silva \$14,500.00
Fourteen Thousand Five Hundred & no cents Dollars
Trustmark National Bank
JSC Americanul Construction
201 N 23rd Ave - 39401
10653002791 0188747000 0102

4 payments made to JSC Americanul Construction

and a 5th payment of 3,000 cash was also paid to contractor.

Invoice misplaced but
" 468174.

5 of 13

463196

Invoice

SOLD TO ED TING SHANNON		SHIPPED TO GOLDEN EAGLE/AMERICAN	
ADDRESS 201 NORTH 23RD AVE		ADDRESS 37 CHAR LN PETAL MS	
CITY, STATE, ZIP HATTIESBURG MS		CITY, STATE, ZIP PETAL MS	

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE 4/30/13
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ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		JOB COMPLETE			
10		ROOFING (FRAMING AND SHINGLES)			
20		FOUNDATION (LEVEL AND REPLACE CONCRETE BLOCKS)			
30		WINDOWS, AND DOOR			
40		OUT SIDE WALLS REPAIR AND PAINT			
50		INSIDE WALLS, ELECTRICAL, PLUMBING, A/C 1 st AND 2 nd BR			
		DOORS. (NEED FINAL TRIM/FIXTURES)			
60		INSIDE FRAMING, INSULATION AND SHEETROCK FINISH			
70		INSIDE PAINT CEILING, DOOR, AND WALLS			
80		TEMP OUT FENCE BOARDS, POSTS, AND GATE			
					\$ 84,884.00

463196 745716/4672

Total for All
Jobs completed

606 13

605051

INVOICE		SOLD TO		SHIP TO	
EPTING SHANNON		GOLDENEAGLE/AMERICAN BK			
ADDRESS		ADDRESS			
201 NORTH 23RD AVE		39 CHAR LN			
CITY, STATE, ZIP		CITY, STATE, ZIP			
HATTIESBURG, MS		PETAL - MS			
CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE	
				4/30/13	
ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		JOBS COMPLETE			
(10)		ROOFING			
(A)		TEAR OUT SHINGLES, FELT, BOOTS, FLASHING.			
(B)		TEAR OUT TRUSS			
(C)		REPLACE ELECTRICAL MASTER HEAD			
(D)		REPLACE TRUSS			
(E)		REPLACE FELT, FLASHING AND BOOTS.			
(F)		REPLACE SHINGLES AIR LIFE TIME.			
					\$ 18,031.32

605052

SOLD TO EPTING SHANNON		SHIP TO GOLDEN EAGLE/AMERICAN	
ADDRESS		ADDRESS 39 CHAR 2 N.	
CITY, STATE, ZIP HATTIESBURG.		CITY, STATE, ZIP PETAL MS.	
CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.
			DATE 4/30/13

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		JOBS COMPLETE			
		(20) FOUNDATION			
		(A) TEAR OUT CONCRETE BLOCK REINFORCED			
		(B) LEVEL THE FLOOR (JACK)			
		(C) REPLACE CONCRETE BLOCKS (POLES)			
		(D) BUILD WALL FOR SUPPORT LEFT SIDE OF THE HOUSE			
					\$ 11,487.00

5040 16759/3813

605053

SOLD TO EDTING SHANNON		SHIP TO GOLDEN EAGLE / AMERICAN ZIL CONS.	
ADDRESS		ADDRESS	
CITY, STATE, ZIP HATTIESBURG - MS		CITY, STATE, ZIP PETAL MS	
CUSTOMER ORDER NO.	SOLD BY	TERMS	DATE 4/30/19
ORDERED	SHIPPED	DESCRIPTION	PRICE
	(B)	OUTSIDE WALLS ELEVATION	
	(A)	REPAIR SIDING, CLEAN SIDING, AND TEAR OUT NGA	
	(B)	TEAR OUT WOOD WINDOWS.	
	(C)	FREEMING WINDOWS SPACE FOR INSTALL VINYL	
	(D)	PRIMER AND PAINT.	
	(E)	REPLACE WINDOW (4 TOTAL) (CONTRACTOR REPLACE 25,	
	(F)	BUILD 4X6 FACE WINDOWS AND PAINT.	
			\$8,333.90

A-5240 7-48708/48721

9 of 13

605054

Invoice

SOLD TO KEPTING SHANNON		SHIP TO GOLDEN EAGLE/AMERICAN E	
ADDRESS		ADDRESS 39 CHASE LN	
CITY, STATE, ZIP HATTIESBURG MS.		CITY, STATE, ZIP PETRAE MS.	
CUSTOMER ORDER NO.	SOLD BY	TERMS	DATE 4/30/13

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		DOOR AND FACES			
		OUTSIDE			
		(A) REPLACE FRONT DOOR			
		(B) REPLACE DOOR FACE			
		(C) FRETENING CAR PORCH WALLS			
		(D) BUILD CAR PORCH DOOR FOR INSIDE ACCESS.			
		(E) EXTENDE (INCREASE) KIT AREA IN 200 FT.			

\$6,950.00

10 of 13

605055

Invoice

SOLD TO EDDING SHANNON		SHIP TO GOLDEN EAGLE / AMERICAN	
ADDRESS 201 N 23RD AVE		ADDRESS 3400 CHAR LN	
CITY, STATE, ZIP HATTIESBURG MS		CITY, STATE, ZIP PETAL MS	

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE 4/30/13
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ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
	(50)	50% COMPLETE			
		INSIDE WALLS, ELECTRICAL AND PLUMBING			
	(A)	FREEMING INSIDE PARTS			
	(B)	ELECTRICAL 1 st AND 2 nd RANGE ST.			
	(C)	PLUMBING 1 st AND 2 nd RANGE ST.			
	(D)	A/C 1 st AND 2 nd RANGE ST.			
	(E)	REPLACE INSIDE DOOR			
			\$10,730.00		

11 of 13

605056

ORDERED		SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
			WORK COMPLETED			
①			INSIDE WALLS AND CEILING			
②			REPLACE INSULATION			
③			REPLACE SHEETROCK WALLS AND CEILING			
④			MORTAR AND FINISH SHEETROCK			
⑤			PRIMER AND PAINT WALLS AND CEILING			
⑥			REPLACE DOOR/FACES AND PAINT			
						\$24309.48

605058

[illegible]

4-5812 1-5752-2729

Shannon Epting
201 North 23rd Ave
Hattiesburg, MS 39401
(769) 475-1300

May 8, 2013

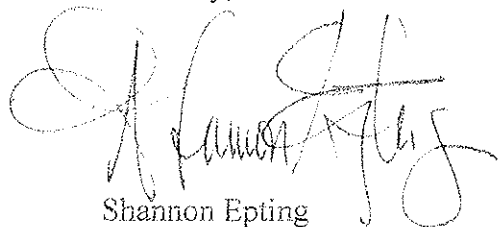
Golden Eagle Services
305 S. 12th Avenue
Hattiesburg, MS 39401

JSC Americanzil Construction LLC
39 Char Lane
Petal, MS 39465

Golden Eagle Services & JSC Americanzil Construction LLC,

This letter is to inform you that as of May 8, 2013, I will no longer be in need of your services as my contractor at 201 North 23rd Ave Hattiesburg, MS 39401. Despite actions and services performed in good faith per the estimate, there have been several violations. Specifically, Changes in prices as per our estimate emailed to me by you in good faith on February 21, 2013. Trying to charge me for services not rendered. Changes made in my home without prior authorization, and leaving my home unsupervised with the door unlock and open. Prior payments have been made and as of May 8, 2013 there are no further payments necessary. If needed I have copies of signed invoices from Golden Eagle Services & JSC Construction LLC stating how much each service rendered cost and I have signed receipts for payments made that cover all services that have been rendered including jobs that have not been complete. Jobs listed on invoice as being complete are as follows: Roofing, Foundation, Windows and Doors, Outside Walls, Electrical, Plumbing, AC, Inside Framing, Insulation, Sheetrock Finished, Inside Painting of Ceilings, doors, and walls, Tear out fence boards, posts, and gate. Because of the impact your company's problems have caused for me, I am making the decision to terminate the estimated agreement. Please contact me with any questions on this. I can be reached at (769) 475-1300.

Sincerely,



Shannon Epting

D

Invoice

605062

SOLD TO LEPTING SHANNON		SHIP TO GOLDEN EAGLE / AMERICAN 7
ADDRESS 201 NORTH 23RD AVE		ADDRESS 37 CHAR LN
CITY, STATE, ZIP HATTIESBURG - MS		CITY, STATE, ZIP PETAZ - MS

CUSTOMER ORDER NO.

SOLD BY

TERMS

F.O.B.

DATE

5/10/13

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		BAR PRICE DUE ON SOB			\$33,000
		INCLUDES BALANCE ON WORK COMPLETED			
		TO DATE 5/8/13			
		ON PAYMENT OF BALANCE WILL			
		SIGN <u>LIEN</u> RELIANCE ON			
		PROPERTY.			
		J.B. L. [Signature]			\$33,000

BARNETT CONSTRUCTION WORK LLC

P. O. Box 18411
Hattiesburg, MS 39404

Lic. #18159-sc

Phone: (601) 573-1949
Email: barnettlee22@yahoo.com

Estimate # 2013-05-06 BLLC

Attention:
Shannon Wallace
201 North 23rd Ave
Hattiesburg, MS 39404
Email: shannonwallace0115@gmail.com

Estimate Total: \$ 97,914.10

Description	Total	Cost
Laundry Room: 12x6		
R & R ½" drywall, taped w/smooth wall finish		\$397.44
R & R batt insulation-4" – R-13		\$159.84
Paint the surface area – two coats		\$140.40
Prime the surface area – two coats		\$140.40
Apply anti-microbial agent		\$28.08
R & R baseboard		\$51.84
R & R crown mold		\$67.50
Paint baseboard		\$12.15
Mask & prep for paint		\$17.82
Floor protection self-adhesive plastic film		\$79.92
Floor Prep		\$300
Install Ceramic Tile		\$495
Paint & finish baseboard, cap & shoe		\$23.49
R & R Door		\$120.00
	2033.88	
Fitness Room 11x13		
R & R ½" drywall, taped w/smooth wall finish		\$577.12
R & R batt insulation-4" –R-13		\$172.32
Paint the surface area – two coats		\$139.20
Prime the surface area – two coats		\$139.20
Apply anti-microbial agent		\$ 47.80
R & R baseboard		\$ 88.32

E

R & R crown mold		\$115.00
Paint baseboard – two coast		\$ 31.74
Paint crown mold – two coats		\$ 32.66
Paint baseboard		\$ 20.70
Mask & prep for paint		\$ 30.36
Floor protection self-adhesive plastic film		\$136.16
Floor Prep		300
Install Ceramic Tile		\$585
Paint & finish baseboard, cap & shoe		\$40.02
R & R Door		\$120
	2575.60	
Kitchen: 24X19		
R & R ½" dry wall, taped w/smooth wall finish		\$1071.04
R & R batt insulation-4"-R-13		\$789.44
Paint the surface area – two coats		\$766.40
Prime the surface area – two coats		\$766.40
Apply anti-microbial agent		\$93.28
R & R baseboard		\$119.52
R&R crown mold		\$137.50
Paint baseboard – two coats		\$81.39
Paint crown mold – two coats		\$82.01
Paint baseboard		\$73.95
Mask & Prep for paint		\$80.46
Floor protection self-adhesive plastic film		\$154.72
Prep Floor		\$900
Install Ceramic Tile		\$1095
Paint & finish baseboard, cap & shoe		\$86.97
R & R Cabinets & Island		\$10,500
R & R Back Door		\$335
	17133.08	
Family Room: 20x22		
R & R ½" drywall, taped w/smooth wall finish		\$1,197.92
R & R batt insulation-4"-R-13		\$761.12
Paint surface area – two coats		\$717.20
Prime the surface area – two coats		\$717.20
Apply anti-microbial agent		\$103.44
R & R baseboard		\$517.12
R & R crown mold		\$552.50
Paint baseboard – two coats		\$92.09
Paint crown mold – two coats		\$93.31
Paint baseboard		\$67.45
Mask & Prep for paint		\$100.26

Floor protection self-adhesive plastic film		\$580.56
Prep Floor		\$700
Install Ceramic Tile		\$985
Paint & finish baseboard, cap & shoe		\$93.07
Paint Front Door		\$125
Hallway: 12x13	7403.24	
R & R ½" drywall, taped w/smooth wall finish		\$583.20
R & R batt insulation-4-R-13		\$255.20
Paint the surface area – two coats		\$212
Prime the surface area – two coats		\$212
Apply anti-microbial agent		\$62.40
R & R baseboard		\$115.20
R & R crown mold		\$150
Paint baseboard – two coats		\$42.60
Paint crown mold – two coats		\$42.60
Paint baseboard		\$27.00
Mask & prep for paint		\$39.60
Floor protection self-adhesive plastic film		\$285.36
Prep Floor		\$350
Install Ceramic Tile		\$485
Paint & finish baseboard, cap & shoe		\$53.07
	2915.23	
Master Bed Room : 23x23		
R & R ½" drywall, taped w/smooth wall finish		\$1047.68
R & R batt insulation -4—R13		\$660.48
Paint the surface area – two coats		\$628.80
Prime the surface area – two coats		\$628.80
Apply anti-microbial agent		\$85.76
R & R baseboard		\$124.48
R & R crown mold		\$510.00
Paint baseboard – two coats		\$70.36
Paint crown mold – two coats		\$71.24
Paint baseboard		\$59.80
Mask & prep for paint		\$69.04
Floor protection self-adhesive plastic film		\$530.24
Prep Floor		\$700
Install Ceramic Tile		\$895
R & R Paneling		\$
R & R door opening (jamb & casing) 32" – 24" wide		\$
Paint & finish baseboard, cap & shoe		\$63.49
R & R Door		\$120.00
	6265.17	

Master Bath Room : 8x10		
R & R ½" drywall, taped w/smooth wall finish		\$423.84
R & R batt insulation-4" –R-13		\$230.24
Paint the surface area – two coats		\$214.40
Prime the surface area – two coats		\$214.40
Apply anti-microbial agent		\$32.88
R & R baseboard		\$52.24
R & R crown mold		\$65.00
Paint baseboard – two coats		\$25.18
Paint crown mold two coats		\$25.62
Paint baseboard		\$29.80
Mask & prep for paint		\$39.04
Floor protection self-adhesive plastic film		\$230.24
Floor Prep		\$350
Install Ceramic Tile		\$365
Paint & finish baseboard, cap & shoe		\$50.02
R & R Door		\$120.00
	2467.50	
Bed Room II: 24x9		
R & R ½" drywall, taped w/smooth wall finish		\$1071.04
R & R batt insulation-4" R-13		\$789.44
Paint the surface area – two coats		\$766.40
Prime the surface area – two coats		\$766.40
Apply anti-microbial agent		\$93.28
R & R baseboard		\$119.52
R & R crown mold		\$137.50
Paint door trim & jamb – two coats		\$81.39
Paint window trim & jamb – two coats		\$82.01
Paint baseboard		\$73.95
Mask & prep for paint		\$80.46
Floor protection self-adhesive plastic film		\$154.72
Prep Floor		\$900
Install Ceramic Tile		\$1095
Paint & finish baseboard, cap & shoe		\$86.97
R & R Door		\$120.00
	6418.08	
Bed Room III: 13 x 14		
R & R ½" drywall, taped w/smooth wall finish		\$677.12
R & R batt insulation-4" –R-13		\$272.32
Paint the surface area – two coats		\$239.20
Prime the surface area – two coats		\$239.20
Apply anti-microbial agent		\$47.80

R & R baseboard		\$88.32
R & R crown mold		\$115.0
Paint baseboard – two coast		\$31.74
Paint crown mold – two coats		\$32.66
Paint baseboard		\$20.70
Mask & prep for paint		\$30.36
Floor protection self-adhesive plastic film		\$136.16
Floor Prep		300
Install Ceramic Tile		\$585
Paint & finish baseboard, cap & shoe		\$40.02
R & R Door		\$120
	2975.60	
Bed Room IV: 13 x 8		
R & R ½" drywall, taped w/smooth wall finish		\$677.12
R & R batt insulation-4" –R-13		\$272.32
Paint the surface area – two coats		\$239.20
Prime the surface area – two coats		\$239.20
Apply anti-microbial agent		\$47.80
R & R baseboard		\$88.32
R & R crown mold		\$115.0
Paint baseboard – two coast		\$31.74
Paint crown mold – two coats		\$32.66
Paint baseboard		\$20.70
Mask & prep for paint		\$30.36
Floor protection self-adhesive plastic film		\$136.16
Floor Prep		300
Install Ceramic Tile		\$585
Paint & finish baseboard, cap & shoe		\$40.02
R & R Door		\$120
	2975.60	
Bed Room IV: 11x13		
R & R ½" drywall, taped w/smooth wall finish		\$397.44
R & R batt insulation-4" –R-13		\$159.84
Paint the surface area – two coats		\$140.40
Prime the surface area – two coats		\$140.40
Apply anti-microbial agent		\$28.08
R & R baseboard		\$51.84
R & R crown mold		\$67.50
Paint baseboard – two coast		\$18.63

Paint crown mold – two coats		\$19.17
Paint baseboard		\$12.15
Mask & prep for paint		\$17.82
Floor protection self-adhesive plastic film		\$79.92
Prep Floor		\$300
Install Ceramic Tile		\$495
Paint & finish baseboard, cap & shoe		\$44.37
R & R Door		\$120
	2092.56	
Bath Room II: 5x10		
R & R ½" drywall, taped w/smooth wall finish		\$323.84
R & R batt insulation-4 R-13		\$130.24
Paint the surface area – two coats		\$114.40
Prime surface area – two coats		\$114.40
Apply anti-microbial agent		\$22.88
R & R baseboard		\$42.24
R & R crown mold		\$55.00
Paint baseboard – two coats		\$15.18
Paint crown mold – two coats		\$15.62
Paint baseboard		\$19.80
Mask & prep for paint		\$29.04
Floor protection self-adhesive plastic film		\$130.24
Floor Prep		\$300
Install Ceramic Tile		\$415
Paint & finish baseboard , cap & shoe		\$26.10
R & R Door		\$120
	1873.98	
Bath Room II: 5x10		
R & R ½" drywall, taped w/smooth wall finish		\$323.84
R & R batt insulation-4 R-13		\$130.24
Paint the surface area – two coats		\$114.40
Prime surface area – two coats		\$114.40
Apply anti-microbial agent		\$22.88
R & R baseboard		\$42.24
R & R crown mold		\$55.00
Paint baseboard – two coats		\$15.18
Paint crown mold – two coats		\$15.62
Paint baseboard		\$19.80
Mask & prep for paint		\$29.04
Floor protection self-adhesive plastic film		\$130.24
Floor Prep		\$300

Install Ceramic Tile		\$415
Paint & finish baseboard , cap & shoe		\$26.10
R & R Door		\$120
	1873.98	
Paint Exterior:	3200 sq. ft	\$6500
Master Closet : 13X14		
Paint		\$225
Closet Bedroom I: 6X6		
Paint		\$185
Closet Bedrooms 3-5: 6x5		
Paint		\$495
Concrete Foundation (2,000 Linear Feet)		\$10,500
Removal of Debris		\$2,100
Electrical: Box & Wiring		\$12,500
Total		\$91508.50
	TAX 7%	\$6405.60
Estimate Total		\$97914.10

Forrest County
Filed/Recorded MAY 15 2013 04:36:00PM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

Prepared by:	Indexing Instructions:	Return to:
Candance L. Rickman	Lots 13 & 14, and S30ft of 15	Candance L. Rickman
Shiyou Law Firm	Block 10, Hattiesburg Heights	Shiyou Law Firm
P.O. Box 310	2 nd Survey, City of Hattiesburg	P.O. Box 310
Hattiesburg, MS 39403	Forrest County, Mississippi	Hattiesburg, MS 39403
601-583-6040		

STATE OF MISSISSIPPI
COUNTY OF FORREST

NOTICE OF CONSTRUCTION LIEN

TO: The Chancery Clerk of Forrest County, Mississippi

YOU ARE HEREBY NOTIFIED that:

Golden Eagle Services
305 S. 12th Avenue
Hattiesburg, MS 39401
601-408-7529

does hereby claim a construction lien pursuant to Section 85-7-131 of the Mississippi Code of 1972, as amended, for services, materials and labor provided to and in the improvements on and against the real property owned by:

SHANNON S. EPTING
201 N. 23rd Avenue
Hattiesburg, MS 39401
769-475-1300

and being located at 201 N. 23rd Avenue, Hattiesburg, Mississippi 39401, and being more particularly described as:

Lots 13, 14, and the south 30 feet of lot 15; Block 10 of the Hattiesburg Heights

Inst. 704611
Bk 0010 Pg 0592

F

2nd Survey, as per map or plat thereof located in the office of the Chancery Clerk of Forrest County, Mississippi.

Parcel: 2-028J-08-270.00
PPIN: 016118

The owner of said real property subject to this lien is **Shannon S. Epting**. The parties entered into an agreement under which the claimant provided valuable services, labor and materials in the repair of the improvements on the real property for the purpose of improving the property. A copy of the estimate and statement for the services provided and work performed on the real property is attached hereto as Exhibit "A".

There is now due and owing a remaining balance for the services, material and labor performed in the amount of \$ 33,000.00, plus interest accruing at the legal rate of 8% per annum. The services, materials and labor were provided and performed at the request of and for the benefit of **Shannon S. Epting**.

Suit has not yet been brought on this matter, but will be within one (1) year of the date when the sums for the services, material and labor became due and payable.

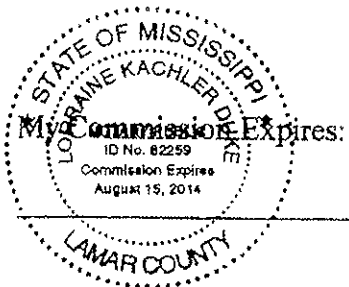
Golden Eagle Services

By: Shane Burke
Shane Burke, Authorized Agent

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for the state and county aforesaid, on the 15th day of May, 2013, the within named **Shane Burke, Authorized Agent for Golden Eagle Services**, who acknowledged that for and on behalf of said company, he executed the above and foregoing instrument with the full authority and power to do so.

Lorraine Kachler Duke
Notary Public



Inst. 704611
Bk 0010 Pg 0593

**GOLDEN EAGLE SERVICES**

305 S.12th. Ave
Hattiesburg, MS 39401

Invoice

Date	Invoice #
5/10/2013	3782

Bill To
Shannon Epting 201 N. 23 Rd. Ave. Hattiesburg Ms. 39401

Terms
Due on receipt

Description	Amount
REPLACE 25 WINDOWS [INSTALLED DOUBLE HUNG VINYL WINDOWS] TOTAL \$9800 BALANCE DUE	6,800.00
REMOVE SHED , CLEAN OUT FENCING AND POSTS BALANCE DUE	840.00
FRAMING AND REFINISH INSIDE PARTITION WALLS AND REBUILD KITCHEN AREA BALANCE DUE	4,900.00
TEAR OUT OLD DOORS , FRAMES AND REFRAME FOR 22 NEW DOORS BALANCE DUE	5,600.00
FINISH SHEET ROCK AND PRIME AND PAINT INSIDE WALLS BALANCE DUE	8,980.00
FRAMING ON CAR PORCH TO INSTALL GARAGE DOOR BALANCE DUE	880.00
ROUGH - IN FOR REWIRE OLD PART OF HOUSE TOTAL \$8700 BALANCE DUE	5,000.00
Inst. 704611 Bk 0010 Pg 0594	
THANK YOU FOR LETTING US SERVE YOU JIMMY	Total \$33,000.00

PHOTO ARRAY DOCUMENTING THE CODE VIOLATIONS AND UNINHABITABLE STATUS OF:

201 N. 23rd Avenue
Hattiesburg, MS 39401

General Exterior View



Faulty outside Paintwork



Exterior Kitchen Addition 1

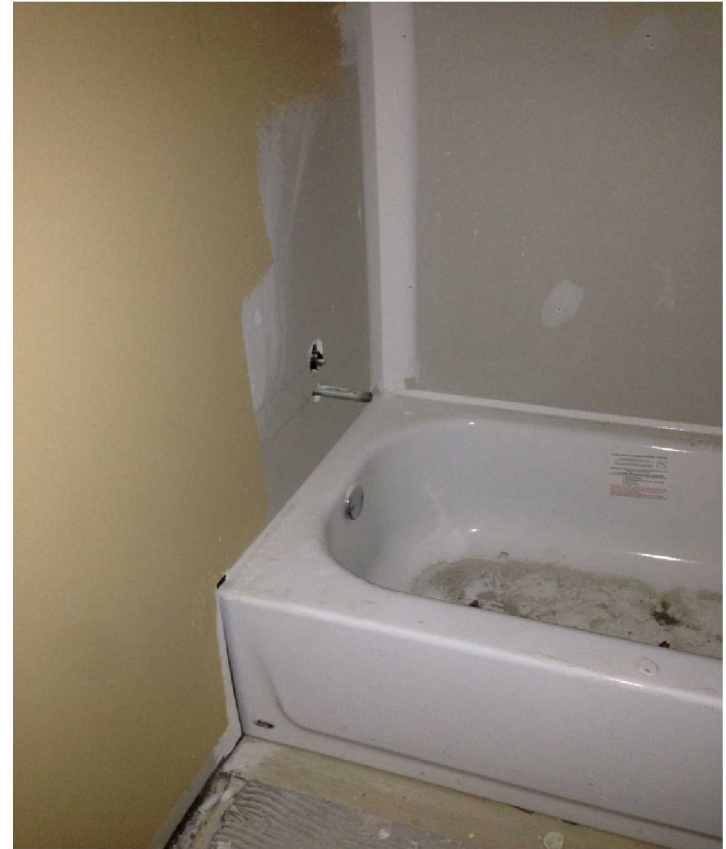


Exterior view of kitchen addition

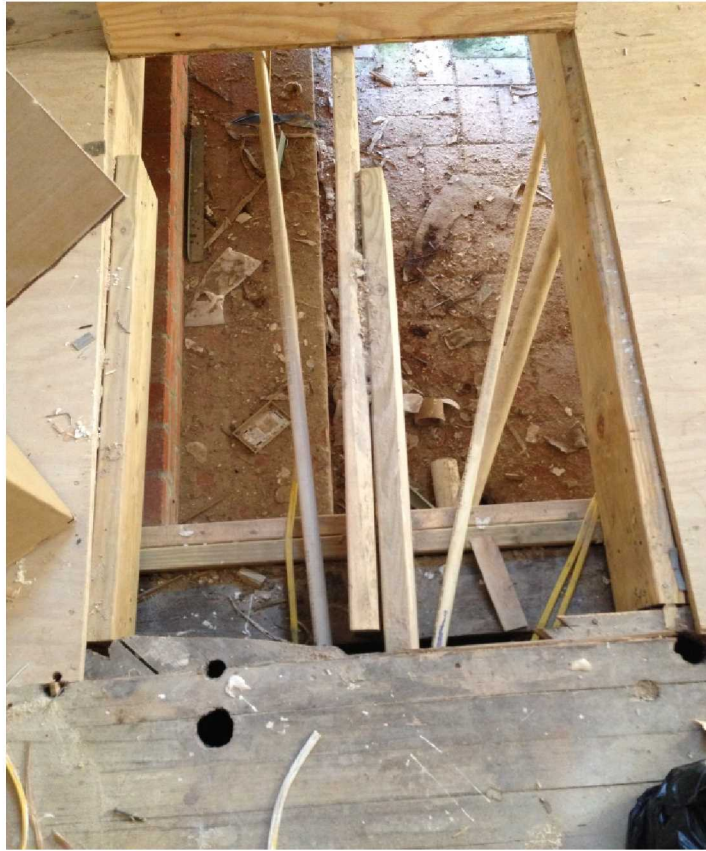
Exposed Wiring, Faulty
Steps, Another view of
the faulty paint work and
poor workmanship



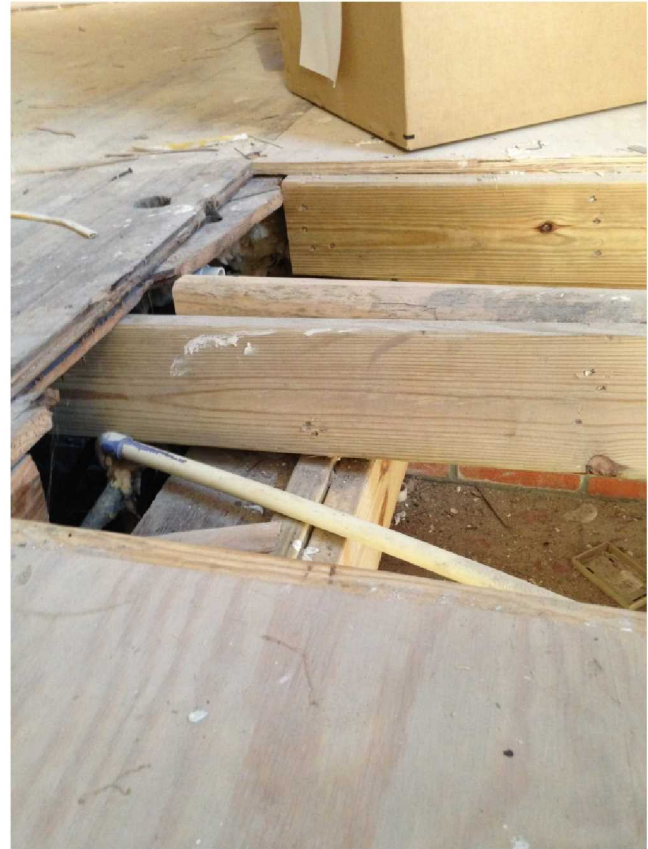
Unfinished Bathroom Pictures



Unfinished Kitchen Floor, leading to outside exposure



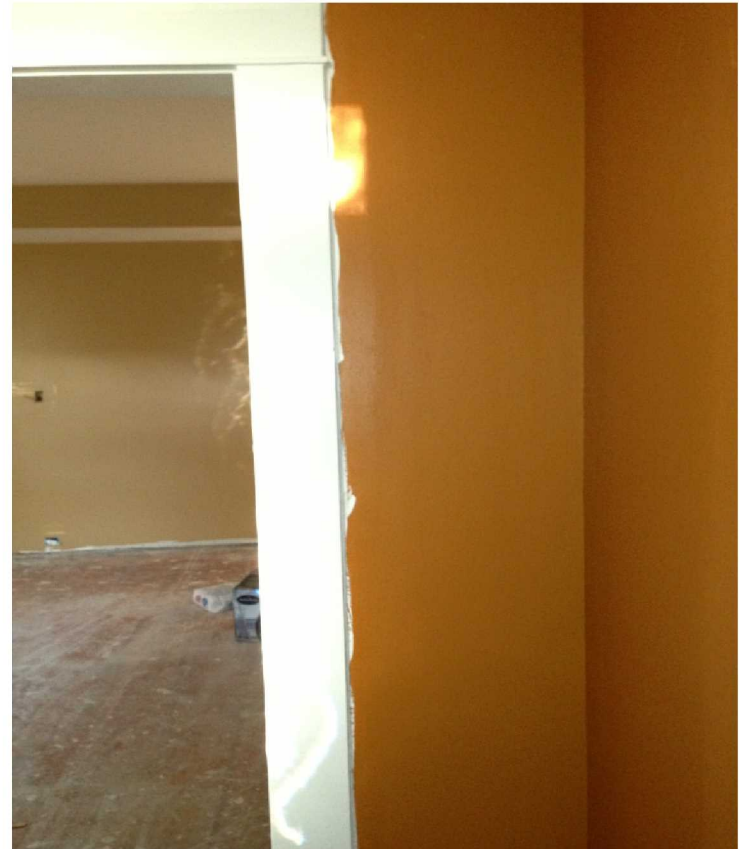
View of the Uneven Floor joists



Foundation in Disrepair



Final Disrepair and state of the home



412 Walnut Golden Eagle work incomplete or incompetent. THEY RUINED THE CHARACTER OF MY HOME INSIDE AND OUT. THEY DID SO MANY THINGS JUST BECAUSE THEY WANTED TO WITH OUT PERMISSION, AND I AM PAYING TO CORRECT THEIR BAD WORK. THEY SHOULDN'T BE ALLOWED TO DO THIS TO ANYONE ELSE.

The front porch looks good from the walk.

I had a meeting, near the end of the year, at the property with Jimmy and his son, and showed them some of the things that needed to be corrected. The both said they would take care of the items..... That was the last time they would talk to me, and nothing was done to correct the problems. Another reason for no contact, when I again said I needed receipts for the work, they stopped work and did not come back. One of the receipts for about 6,000 was using both the order for materials and the actual purchase, (doubling the price) I gave that back to Jimmy to correct, he did not. I wrote the Better Business bureau the first part of this year, they sent three letters to Jimmy Burke Golden Eagle Services with no response.

The upright pickets on the porch do not come to the bottom rail; some have a ½ "gap

Some electrical outlets are not secure when plug is inserted and removed the box moves, not just the faceplate.

The same for the dryer but even worse, the entire plug and wires pull out. Have not checked one for the oven because it was done wrong, it needs a hard wire not the plug/outlet Golden Eagle put in, another thing that I have to pay for twice.

The refrigerator does not have a dedicated outlet; I am using an apt size until I can have that corrected.

The water spigots on the outside are not secure, the one in the back turns as I try to attach the hose.

When I turn on the water in the bath the lines inside the wall move and rattle. None of the water lines are insulated; my understanding is that is required by city code.

Some of the door locks installed ruined the door, the bolts/ barrels are showing on the door face, broke through the door, not a very safe lock. Not to mention bad workmanship.

They removed all of the bead board ceilings, saying the wood was too old and hard to work with, in hindsight I should have not believed them. My original floors are pine, the repairs were made with oak, which doesn't match and was more expensive, and Jimmy said red oak would match better, shouldn't have believed that either.

The locks do not even fit the drilled holes in the frame; I cannot use the deadbolt for the back door for example. On the front door I had to drill and chisel the wood to make the right slot for the lock. Now really, **if a sixty plus year old novice can fix a problem made by a professional something is wrong.**

I paid \$400.00 for the water heater never got it and had to pay for that and the install about 1800.00 I will get that receipt if you need it. Included in this twice paid for work was the gas lines.

I had to get an electrician to bring that work up to code another 200.00 and will have to have him back to hard wire the oven and rewire a dedicated refrigerator.

I had to pay another carpenter to finish the back steps, another 200.00

The bathroom is not right, the tub is sitting on raw wood and the floor is open to the ground, they cut and removed my custom porcelain tiles again without permission.

These things are covered on one of the few receipts Jimmy gave me.

This property is in one of the Historic districts, I made it clear at the first meeting and several other times that the windows were not to be changed. Jimmy had suggested vinyl I adamantly said no leave the windows alone I want the originals.

Well that did not happen... as an offsite owner it was a week or two before I got back to the house. I found that they had taken several of the windows and frames out replacing same with poorly crafted handmade windows. The frames are mitered not window joinery at all and the boards are ragged and uneven; it looks like the wood was cut with a chain saw! Above all they are not my vintage windows. And they don't even work. The windows they made have no molding and the glass is put in with silicone, not the right way to glaze windows. Most of the solid wood trim was removed and replaced with that pre primed finger joined wood. These replacement trim pieces are on the doors and windows, including the front door and sidelights... this really removed the character of the house. Some of their new windows did not even have the right numbers of lites (panes), again there went the history/character and without the owners okay, much less approval of the Historic group. **This work was not needed; I had windows, a few panes of glass needed to be replaced. They just put in a single pane instead of the correct repair. There was NOTHING wrong with the front entrance wood work (inside and out) it was wonderful old wood they took it out just because they wanted to. Did not ask just did it.**

Then we have the horrible job in the bathroom, I have 2" porcelain tiles in a custom pattern with a 110 gallon soaking tub. The overflow drain that Golden Eagle bought only lets the tub hold about half, not paying attention to what was going on, in my opinion.. The tiles were cut and removed to level the tub. Jimmy and I had talked about the tub and I said to shim under the tub. I came to the house and found the tile cut (huge oval) and showing about 2" of wood ragged tile line

The roof was reinforced by Golden Eagle I took their word about that, but the shingles are two different colors/ shades of charcoal they replaced the shingles on the street side. I do not think they fixed the color problem on the other sides.

The outside window molding was not water tight. Water floods in to the interior. When the second contractor painted they had to correct that problem.

That may be all my problems but some show up the more I am in the house like the electrical problems. Anyway if I missed anything you still have enough information to see that I am not pleased with most of the work Golden Eagle did on the 412 property .Please excuse any typos and **LOUD** language but I am **really upset and cry every time I talk about my house.** I hope to attend the hearing but May have duty that afternoon at work, Forrest County Agricultural High in Brooklyn.

Sharon Long Owner 412 Walnut St.



P.O. Box 1506
Hattiesburg, MS 39401
(601) 544-5115 (office)
(601) 544-5686 (fax)



United Way
of Southeast Mississippi
November 8, 2011

Jimmy D. Burke
d/b/a/ Golden Eagle Services
305 S. 12th Ave.
Hattiesburg, MS 39401

*Sent certified 11/8/11
Never rec'd confirmation except
"undeliverable"*

*I put a copy in Mr. Burke's hand
at his home (same address) a week
later Joe White*

Mr. Burke:

You are in breach of your agreement of Dec. 8, 2010 with R³SM, Inc. to install the HVAC system at the Volunteer House. We paid you 80% of the contract price but far less than 80% of the work is complete and now you are demanding additional money or you refuse to complete the contract.

In September you attempted to renegotiate the contract on the grounds that the FIJITSU equipment you were obligated to provide has doubled in price in the past 9 months. You proposed to substitute less expensive LG equipment and asked to renegotiate the cost of installation.

On October 10, 2011 you met with Jeff Beaty, Sheila Varnado and me to discuss your financial problem with completing the contract. We funded 80% of the contract with you and are holding \$7,982.00 (representing 20% of the total cost). You stated that this would not cover the equipment and the labor and that you need additional money to finish the job. At that meeting you suggested a third manufacturer because the LG units were not readily available in Hattiesburg. We told you we expected Golden Eagle Services to complete the project per the original agreement but we would consider your request for an adjustment and/or an approved alternate product. Again we asked for written detail.

We did not hear from you for almost two weeks. I spoke with you on October 24 and relayed the urgent concerns of R³SM on this matter. I relayed R³SM's position to you:

R³SM expects Golden Eagle Services to complete the project as described in the 12/8/2010 agreement with equipment as specified or an equal approved by R³SM for the price as agreed upon. At the completion of the project, and with the submittal by Golden Eagle Services of detailed and complete equipment and material cost documentation, R³SM would consider an additional payment to Golden Eagle Services to reflect

increases in cost of the equipment. This adjustment and any additional payment would be solely at the discretion of R³SM.

You rejected this offer, saying you would not complete the project on that basis. We met again on October 28, 2011 and you told me that you would complete the project for \$1,500.00 if R³SM would purchase the LG, Samsung or COAIR equipment at a cost considerably higher than the \$7,982.00 we are holding. You said that was your final position.

I told you I would meet with the Committee and get back to you.

You have given us so many different equipment pricing proposals we aren't sure what to believe. Two months after you told us you had a cost problem and suggested you might ask us to consider an alternate product you are asking us to purchase Samsung product (\$18,934.71), LG product (\$20,983.24), or COAIR product (\$15,721.51). The COAIR option would require a design modification that we do not want.

In any case, the remaining \$7,982.00 on the contract is less than half of the cost of the equipment and you expect to be paid additional sums for labor. You have taken funds under the contract for work not performed and equipment not purchased. And now you are refusing to finish the job unless we come out of pocket for an extra \$10,000 - \$15,000, depending on the equipment involved.

You have defaulted on your agreement. You have taken moneys that were not earned. We funded 80% of the job which is nowhere near 80% complete. We have given you many opportunities to honor your agreement and complete the work, but you have refused.

You have abandoned the job. Therefore, we hereby make demand on your bonding company to finish this job. Any funds we expend in excess of what we agreed to pay you will be treated as consequential damages resulting from your breach of contract, and we intend to look to you and your bonding company to make us whole.

We regret that it has come to this, but we feel we have no other responsible choice at this point.

R³SM, Inc.



By: Joseph L. White, President

He also walked with the electrical project unfinished which cost us about 3,500⁰⁰ more than we had yet to pay him on that agreement. That cost was mostly replacing Romex w/ shielded above lay in ceilings and putting in conduit his panel feeds. (3) x 3 phase

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, September 3, 2013

4:00 PM

Council Chambers

City Council - Public Hearing

1. [2013-0558](#) Hold Public Hearing to receive comments on proposed "Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi, 2013" tax increment financing project.

Attachments: [Hattiesburg Clinic Midtown TIF Project](#)



City of Hattiesburg, MS

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

Master

File Number: 2013-0558

File ID: 2013-0558

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/27/2013

Brief Title: Public Hearing to receive comments on proposed "Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi, 2013" tax increment financing project.

Final Action:

Minute Book Number: MB2013-249

Title:

Hold Public Hearing to receive comments on proposed "Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi, 2013" tax increment financing project.

Notes:

Sponsors:

Enactment Date:

Attachments: Hattiesburg Clinic Midtown TIF Project

Enactment Number:

Contact:

Meeting Date: 09/03/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Public Hearing	09/03/2013					

Text of Legislative File 2013-0558

Title

Hold Public Hearing to receive comments on proposed "Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi, 2013" tax increment financing project.

Summary

Public Hearing to receive comments on proposed "Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi, 2013" tax increment financing project.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

TAX INCREMENT FINANCING PLAN

**HATTIESBURG CLININC MIDTOWN
DISTRICT PROJECT**

HATTIESBURG, MISSISSIPPI

2013

URBAN PLANNING CONSULTANTS, INC

1100 Cherry Street • Vicksburg, Mississippi 39183 • (601) 638-7121 • Facsimile (601) 638-5292 • E-Mail: laurence@upc.ms

**TAX INCREMENT FINANCING PLAN
HATTIESBURG CLINIC MIDTOWN DISTRICT PROJECT
HATTIESBURG, MISSISSIPPI
2013**

ARTICLE I PURPOSE AND INTENT

Section 1.01 Preamble.

(a) The administration and implementation of this *"Tax Increment Financing Plan, Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi 2013,"* (the **"TIF Plan"**) will be a joint undertaking of the City of Hattiesburg (the **"City"**) and Forrest County (the **"County"**). The City and County will enter into an inter-local agreement or a regional economic development alliance agreement (**"Agreement"**) under the Regional Economic Development Act (the **"REDA Act"** as defined below) as applicable, that will designate the City as the primary party in interest in carrying the project forward. The issuance of Bonds, Notes, or other similar debt obligations in one or more series to provide funds to finance the costs of construction of various public infrastructure and related site improvements in connection with the Project. The TIF Plan shall be a joint undertaking of the City and County whereby the City will issue one or more series of Tax Increment Financing Revenue Bonds as authorized herein to finance the Project as more fully described herein.

(b) The Tax Increment Financing and other funds as identified herein will be used to defray the cost of construction and installation of various public infrastructure improvements in connection with the Project and other activities to serve Hattiesburg Clinic Midtown District Project (the **"Project"**) and the community as a whole.

(c) The total cost of the infrastructure, site improvements and other activities making up the Project as defined below, is estimated to be approximately ELEVEN MILLION, EIGHT-HUNDRED THOUSAND DOLLARS (\$11,800,000), plus an additional FOUR HUNDRED THOUSAND DOLLARS (\$400,000) in furniture, fixtures, and equipment for a project total estimated investment of TWELVE MILLION, TWO HUNDRED EIGHTY-ONE DOLLARS (\$12,281,000) part of which will be funded through Tax Increment Financing Revenue Bonds, notes or other similar debt instruments issued in one or more series in an amount not to exceed ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) by the City pursuant to the TIF Plan and Section 21-45-1, *et seq.*, Mississippi Code of 1972, as amended (the **"TIF Act"**) and the Regional Economic Development Act funding as authorized by Section 57-64-1, *et seq.*, Mississippi Code of 1972 as amended (**"the REDA Act"**) as applicable.

(d) The descriptions of the Project and the tax revenue projections were provided by The Hattiesburg Clinic, P.A., (**"the Developer"**) and the Forrest County Tax Assessor's office.

Section 1.02 Statement of Intent. As provided in the Preamble of this TIF Plan, the City, acting on behalf of itself and the County, proposes to issue Tax Increment Financing Revenue Bonds, notes, or other similar debt instruments in one or more series, pursuant to the authority outlined hereinabove, in an amount not to exceed ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000), which will be secured solely by the City's pledge of up to one hundred percent (100%) of the increased real and personal property ad valorem taxes

generated by the Project in the Tax Increment Financing, ("TIF") District and a pledge by the County of up to one-hundred percent (100%) of the increased real and personal property ad valorem taxes generated by the construction and development of the Project within the TIF District proposed herein. The TIF funds will be used to pay the cost of constructing and installing various infrastructure improvements and site improvements of the Project including, but not limited to, installation of utilities such as water, sanitary sewer and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter, parking, sidewalks; installation of traffic signalization and signage; grading; lighting and landscaping of rights-of-way; purchase of rights-of-way and other property necessary for the installation of the infrastructure and other improvements described hereinabove; capitalized interest; and other related expenses such as engineering; all expenses in connection with the authorization, sale and issuance of bonds, notes, or similar debt instruments; TIF plan preparation fees and other incidental related costs; and related professional fees. If deemed necessary and appropriate, the City and County may require additional security from the Developers of the Project. The construction of the aforementioned improvements will be undertaken to provide for the public convenience, health and welfare. A more detailed scope of work, along with budgets, will be identified in a security and reimbursement agreement with the Hattiesburg Clinic, P.A.

Section 1.03 Public Convenience and Necessity. The public convenience and necessity requires participation by the City and County in this Project. The public interest will be served by the City and County's participation in the public infrastructure and other public improvement and facilities costs of the Project. The Project will accomplish the following, which will provide for the public convenience and necessity and serve the best interests of the citizens of the City and County:

- (a) **Private Investment.** Construction of the Project will represent a private investment of approximately \$12,281,000 with an impact of those funds into the local economy
- (b) **Increase in City Ad Valorem Taxes.** Increased City real and personal property taxes generated from Hattiesburg Clinic Midtown District Project are projected to be as follows:

<u>Entity</u>	<u>Current Tax</u>	<u>Taxes After Improvements</u>	<u>Total Increase</u>
City (47.42 mils)			
Real and Personal Property	\$2,826.76	\$74,251.54	\$71,424.78

- (c) **Increase in County Ad Valorem Taxes.** Increased County real and personal property taxes generated from Hattiesburg Clinic Midtown District Project are estimated to be as follows:

<u>Entity</u>	<u>Current Tax</u>	<u>Taxes After Improvements</u>	<u>Total Increase</u>
County (55.09mils)			
Real and Personal Property	\$3,402.60	\$86,261.44	\$82,858.84

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- (d) The Project will generate the following estimated real and personal property taxes for the School District:

<u>Entity</u>	<u>Current Tax</u>	<u>Taxes After Improvements</u>	<u>Total Increase</u>
School (59.02 mils)			
Real and			
Personal Property	\$3,947.74	\$92,415.14	\$88,467.40

(e) Summary of Benefits

- The Project will establish a new development in the Hattiesburg and Forrest County market, thus enhancing the city and the county's competitive position as one of the State of Mississippi's pre-eminent medical communities.
- The Project will be the first significant investment in the city's new "Hattiesburg Midtown District," whose goal is to create a "walk-able", "workable", mixed use community that connects people to living, shopping, dining, entertaining, educational, medical, cultural and recreational venues.
- This development will positively support the development of additional investments in the district, due to the concentration of additional workers and new customers in the Midtown District daily.
- The Hattiesburg Clinic Professional Association will strengthen the stature of Hattiesburg and Forrest County as one of Mississippi's best regional medical centers broadening the full continuum of care in the community.
- The Hattiesburg Clinic Professional Association is a strong and viable economic development project that will serve as a major catalyst for additional private investment in the Project area to support and enhance growth.
- The Clinic will facilitate a more effective management of certain key service departments by consolidating the staff from multiple locations into a single coordinated space.
- The Clinic will provide space for future expansion of the above noted service areas to continue to meet the needs of the anticipated increasing growth.
- The Project will allow for the elimination of the cost of four third-party real estate lease agreements.
- The Project will free up in excess of 15,000 square feet in the main Clinic medical office building (415 South 28th Avenue and 28th Place) to be used for the expansion of the Forrest County ophthalmology and obstetrical services and the creation of a new satellite family medicine graduate medical education program of the University of Mississippi's School of Medicine.

ARTICLE II. PROJECT AND DEVELOPER INFORMATION

Section 2.01 Project Description.

Hattiesburg Clinic Midtown District Project

Section 2.02 Developer Information.

(a) Name of Developer:

The Hattiesburg Clinic, P.A.

(b) Address of Company:

415 South 28th Avenue
Hattiesburg, MS 39401

Local Contractors or Agents:

To be determined by the developer using competitive bids/proposals processes

ARTICLE III. ECONOMIC DEVELOPMENT IMPACT DESCRIPTION.

Section 3.01 Job Creation.

Construction Jobs: It is expected that the construction of the Project will create scores of construction jobs that will generate a significant construction payroll that will be spent locally and have a positive impact on the economy of Hattiesburg and Forrest County. The Project is expected to take approximately 15 months of construction time to complete.

- a) *Permanent Full and Part-Time Jobs:* Upon completion of the Project, it is expected that the new Administrative Services Center will allow the clinic to employ an additional 50 full time support staff members. The projected payroll associated with these incremental positions is \$2,050,000
- b) When the Clinic relocates staff from its existing main campus facilities and repurposes this space (15,000 square feet) for additional health care providers, it is expected that we would increase payroll and number of employees by \$3,400,000 and 36 professional positions, respectively.

Section 3.02 Financial Benefit To The Community.

The Hattiesburg Clinic Professional Association, (the "Clinic") proposes to develop a new administrative office complex (the "Administrative Service Building") and two additional parking facilities within the newly defined "Hattiesburg Midtown District." It will represent a significant economic expansion of the Clinic's current position in the Hattiesburg medical trade area and provide for a consolidation of seven separate satellite facilities into the economic center of the Midtown District Project. This in turn will allow space for the needed expansion of net new staffing positions in both the medical clinic area as well as in the medical administrative support areas.

The new administrative office building will house the business office, the current "Epic" electronic medical record support, the computer network administration and human resources departments.

Presently, the staff in these support areas resides in seven unique buildings on or within a mile of the main Clinic campus in Hattiesburg. The consolidation of these functions into a single facility will allow for growth.

The descriptions of the Project (attached hereto as Exhibit II "Project Summary") and the tax revenue projections were provided to the City and County by Hattiesburg Clinic, P.A., with the assistance from the Forrest County Tax Assessor office.

Project Location

a. **Legal Description and Map**

Attached hereto as Exhibit I is a survey and legal description of the land upon which the Project will be located. This survey identifies the TIF District from which the tax revenues will be generated to service the TIF bond debt.

b. **Environmental Characteristics and Zoning**

The Project site is comprised of approximately one (1) acre of undeveloped prime commercial property. This property is currently properly zoned to allow for the proposed Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi 2013 development as described in this TIF Plan.

(a) **Ad Valorem Tax Increases**

The construction and development of the Project will generate significant increases in ad valorem tax revenues for the City, the County and the School District. The following are estimates of new ad valorem tax revenues that are expected to be generated by the development.

AD VALOREM TAXES

<u>Entity</u>	<u>Current Tax*</u>	<u>Taxes After Improvements*</u>	<u>Total Increase*</u>
City (47.42mils) Real Property & Personal Property	\$2,826.76	\$74,251.54	\$71,424.78
County (55.09 mils) Real Property & Personal Property	\$3,402.60	\$86,261.44	\$82,858.84
School District (59.02 mils) Real Property & Personal Property	<u>\$3,947.74</u>	<u>\$92,415.14</u>	<u>\$88,467.40</u>
Totals:	\$10,177.10	\$252,928.12	\$242,751.02

* The estimated taxes provided in the foregoing table are based on data provided by the Developer and the Forrest County Tax Assessor's office.

**ARTICLE IV. A STATEMENT OF THE OBJECTIVE OF THE TAX
INCREMENTFINANCING PLAN**

Section 4.01 Primary Objective

The primary objective of the TIF Plan is to serve the public convenience and necessity by participating in the "Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi 2013." The TIF Plan will provide financing to acquire property, construct public infrastructure and other improvements to serve the development as described in the preamble to this TIF Plan. The public infrastructure improvements will be constructed in accordance with standards, codes and ordinances of the City.

The improvements will provide for the health and welfare of the public by providing for safe and adequate street, drainage improvements, parking and public access, adequate utilities, which may include electrical, water, gas, sanitary sewer systems and drainage systems. The area will also be landscaped.

**ARTICLE V. A STATEMENT INDICATING THE NEED AND PROPOSED USE OF
THE TAX INCREMENT FINANCING PLAN IN RELATIONSHIP TO
THE REDEVELOPMENT PLAN**

Section (5.01) Property Description

The proposed use of the Tax Increment Financing Plan is to provide a financing mechanism for the construction of the Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi 2013 and other improvements necessary to serve the public that will utilize the induced development. This TIF Plan is consistent with the goals and objectives of the Tax Increment Financing Redevelopment Plan of the City of Hattiesburg Mississippi.

The legal description and survey map are attached hereto as **Exhibit I**

ARTICLE VI. A STATEMENT CONTAINING THE COST ESTIMATE OF THE REDEVELOPMENT PROJECT, PROJECTED SOURCES OF REVENUE TO MEET THE COSTS and TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

Section 6.01 Cost Estimate of Development Project.

The development of the Project will represent a private investment in excess of TWELVE MILLION, TWO-HUNDRED THOUSAND DOLLARS (\$12,200,000). As set forth in the Preamble of this TIF Plan, this TIF Plan will be a joint undertaking of the City of Hattiesburg and Forrest County, whereby the City and County will enter into an inter-local agreement, which will designate the City as the primary party in interest in carrying the Project forward. The City and County propose that the City is to issue bonds or notes as authorized in the Preamble of this TIF Plan, in one or more series, in an amount not to exceed ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000). The TIF funds will be used to pay the cost of constructing and installing various infrastructure improvements and site improvements of the Project including, but not limited to, installation of utilities such as water, sanitary sewer and natural gas lines, relocation of utilities, installation and relocation of electrical services, installation of storm drainage, construction of roadways with curb and gutter, parking, sidewalks, installation of traffic signalization and signage, grading, lighting and landscaping of rights-of-way, purchase of rights-of-way and other property necessary for the installation of the infrastructure and other improvements described hereinabove, capitalized interest and other related expenses such as engineering all expenses in connection with the authorization, sale and issuance of bonds, or indebtedness TIF plan preparation fees and other incidental related costs and related professional fees. If deemed necessary and appropriate, the City and County may require additional security from the Developers of the Project. The construction of the aforementioned improvements will be undertaken to provide for the public convenience, health and welfare. A more detailed scope of work, along with budgets, will be identified in a security and reimbursement agreement with the Hattiesburg Clinic, P.A.

Proceeds of the Bonds or Notes may also be used to fund capitalized interest and/or a debt service reserve fund as may be permitted under Section 21-45-1, *et seq.*, Mississippi Code of 1972, as amended.

Section 6.02 Projected Sources of Revenue to Meet Costs.

The Hattiesburg Clinic, P.A. will secure financing for the private investment. The City will pledge up to one hundred percent (100%) of the ad valorem tax increases from the real and personal property generated in the TIF District to finance the Tax Increment Financing Bonds. The County's pledge of ad valorem tax shall be limited to up to one hundred percent (100%) of the increase in its real and personal property ad valorem taxes generated in the TIF district. If deemed necessary and appropriate, the City and County may require additional security from the Developer of the Project generated in the TIF District.

Section 6.03 Total Amount of Indebtedness to be Incurred.

As provided in the Preamble of this TIF Plan, the City will issue up to ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) in TIF Bonds Notes or other similar Debt Instruments, in one or more series, which will be secured by the City with the pledge of up to one

hundred percent (100%) of the incremental increases in ad valorem real and personal property taxes generated by development in the TIF District. The County will pledge up to one hundred percent (100%) of the incremental increases in ad valorem real and personal property taxes generated by development in the TIF District. If deemed necessary and appropriate, the City and County may require additional security from the development of the Project.

The City's pledge of ad valorem tax shall be limited to up to one hundred percent (100%) of the increase in its real and personal property ad valorem taxes generated in the TIF District. *Tax Increment Financing Redevelopment Plan, Hattiesburg, Mississippi and Tax Increment Financing Plan, Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi 2013 and Tax Increment Financing Redevelopment Plan, Forrest County, Mississippi and Tax Increment Financing Plan, Hattiesburg Clinic Midtown District Project, Forrest County, Mississippi 2013* shall be a joint undertaking by the City and the County including, but not necessarily limited to, the issuance of Bonds or Notes to provide funds to defray the cost of the improvements.

Section 6.04 Description of Interest Rate and Required Payments on the TIF Debt Obligations. It is expected that Bonds, Notes or similar Debt Instruments for the development can be obtained at an annual interest rate of not more than five percent (5%) for up to fifteen (15) years of tax increment debt obligations. Annual principal and interest payments are estimated to be up to approximately \$123,426.90 assuming the 5% rate and tax increment obligations over a period of up to fifteen (15) years.

Section 6.05 Pledge of Taxes to Service the TIF Debt Obligations. The increase in ad valorem real and personal property tax revenues to be generated for the City by the Project are estimated to be \$71,424.78. The increase in ad valorem real and personal property tax revenues to be generated for the County resulting from construction and development of Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi 2013 are estimated to be \$82,858.84. It is requested that up to one-hundred percent (100%) of the increased ad valorem real and personal property taxes generated by the Project in the TIF District of the City be pledged to the payment of the tax increment debt obligations and up to one-hundred percent (100%) of the increased ad valorem real and personal property taxes generated by the Project in the TIF District of the County be pledged to the payment of the increment debt obligations. The only obligations of the City and County with respect to the payment of the debt obligations will be the pledge of the increased ad valorem real and personal property tax revenues of the City and County within the TIF District and generated from the development of the property identified in Exhibit I attached hereto. The County's pledge of ad valorem tax increases shall be limited to up to one hundred percent (100%) of the increased real and personal ad valorem taxes created within the TIF District. If deemed necessary and appropriate, the City and County may require additional security from the developers of the project generated from the Project within the TIF District.

Section 6.06 Excess Taxes to be Added to General Funds. Of the total estimated principal and interest payments of \$123,426.90, the City will pledge up to one-hundred percent (100%) of the added increments of ad valorem taxation on the real and personal property generated by the construction and development in the TIF District to service the debt. The County's pledge of real and personal property ad valorem tax increases shall be limited to up to one hundred percent (100%) of such increase within the TIF District. The added increment of City ad valorem taxation is estimated to be about \$71,424.78. Any surplus will be deposited in the general funds of the City to be used for any lawful purpose.

Bonds, Notes or similar Debt Instruments will be issued in one or more series proportionate with the level of ad valorem taxes generated within the TIF District in amounts and percentages to be defined in the development agreements and/or the security and reimbursement agreements between the Hattiesburg Clinic, P.A. and the City. If deemed necessary and appropriate, the City may require additional security from the Developer of the Project.

The amount of bonds, notes or similar debt instruments, the timing of the issuance and the percentage of debt service to be repaid by the City and the County shall be determined pursuant to further proceedings of the City and the County.

Section 6.07 TIF Debt Obligations to be Issued in an Amount that is Commensurate with Pledged Tax Revenue. The TIF Debt Obligations will be issued proportionate to the level of the City's and the County's pledged ad valorem real and personal property tax increases generated within the TIF District in amounts and percentages to be defined in the development agreements and the security and reimbursement agreements between the Developer and the City. If deemed necessary and appropriate, the City and the County may require additional security from the Developers. The amount of TIF Debt Obligations, the timing of the issuance, and the percentage of debt service to be repaid by the County and City shall be determined pursuant to further proceedings of the City and the County.

**ARTICLE VII. LIST OF ALL REAL PROPERTY TO BE INCLUDED IN TAX INCREMENT
FINANCING PLAN**

The real property to be included in this TIF Plan from which the ad valorem real and personal property tax revenues will be generated to finance the bonds will be the approximately one (1) acre tract consisting of Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi 2013 property (see Exhibit I.)

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ARTICLE VIII. DURATION OF THE TAX INCREMENT FINANCING PLAN'S EXISTENCE

The duration of the *Tax Increment Financing Plan, Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi 2013*, will not exceed twenty (20) years.

ARTICLE IX. ESTIMATED IMPACT OF TAX INCREMENT FINANCING PLAN UPON THE REVENUES OF ALL TAXING JURISDICTIONS IN WHICH A REDEVELOPMENT PROJECT IS LOCATED

Section 9.01 Ad Valorem Tax Increases

The construction and development of the Project will generate significant increases in ad valorem tax revenues for the City, the County and the School District. The following are estimates of the new ad valorem tax revenues expected to be generated by the development:

AD VALOREM TAXES

<u>Entity</u>	<u>Current Tax</u>	<u>Taxes After Improvements</u>	<u>Total Increase</u>
City (47.42 mils)			
Real and Personal Property	\$2,826.76	\$74,251.54	\$71,424.78
County (55.09 mils)			
Real and Personal Property	\$3,402.60	\$86,261.44	\$82,858.84
School (59.02 mils)			
Real and Personal Property	\$3947.74	\$92,415.14	\$88,467.40

The ad valorem real and personal property revenue projections were provided from the County with the assistance of the Hattiesburg Clinic, P.A.

ARTICLE X. A STATEMENT REQUIRING THAT A SEPARTE FUND BE ESTABLISHED TO RECEIVE THE ADDED INCREMENTS OF AD VALOREM TAXES AND THE PROCEEDS OF ANY OTHER FINANCING ASSISTANCE

A separate fund entitled "Tax Increment Financing Fund, Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi 2013" shall be established by the City and County to receive real and personal property ad valorem taxes and the proceeds of any other financial assistance received in connection with this Tax Increment Financing Plan.

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ARTICLE XI. THE GOVERNING BODY SHALL BY RESOLUTION, FROM TIME TO TIME, DETERMINE (i) THE DIVISION OF AD VALOREM TAX RECEIPTS, IF ANY, THAT MAY BE USED TO PAY FOR THE COST OF ALL OR ANY PART OF A REDEVELOPMENT PROJECT; (ii) THE DURATION OF TIME IN WHICH SUCH TAXES MAY BE USED FOR SUCH PURPOSES; (iii) IF THE GOVERNING BODY SHALL ISSUE BONDS FOR SUCH REDEVELOPMENT PROJECT; AND (iv) SUCH OTHER RESTRICTIONS, RULES AND REGULATIONS AS IN THE SOLE DISCRETION OF THE GOVERNING BODY OF THE COUNTY SHALL BE NECESSARY IN ORDER TO PROMOTE AND PROTECT THE PUBLIC INTEREST.

Through the adoption of the *Tax Increment Financing Plan, Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi 2013*, the Governing Body of the County acknowledges the above and shall adopt the necessary resolutions when deemed necessary and appropriate.

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ARTICLE XII. PLAN OF FINANCING

Section 11.01 Pledge of Increases in Taxes. The TIF Plan provides for the City, acting on behalf of itself and the County, to issue the TIF Revenue Bonds or Notes in one or more series, which will be secured by the City with the pledge of up to one-hundred percent (100%) of the incremental increases in real and personal property ad valorem taxes, generated by the Project lying in the one (1) acre tract of land, which comprises the TIF District established by this TIF Plan. Within the one (1) acre TIF District, the County will pledge up to one hundred percent (100%) of the incremental increase in real and personal property ad valorem taxes generated by the development. If deemed necessary and appropriate, the City and County may require additional security from the Developer of the Project.

Section 11.02 Funding Through Issuance of TIF Debt Obligations. Such decision on the most advantageous method for the City and County to incur the debt will be made pursuant to further proceedings of the County and the City.

Section 11.03 Amount, Timing, and other Terms of TIF Debt Obligations. The Project may be funded in whole or in part through the following source: Tax Increment Financing Revenue Bonds issued in one or more series in an amount not to exceed ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) by the City issued pursuant to the TIF Plan, Section 21-45-1, *et seq.*, Mississippi Code of 1972, as amended (the "TIF Act").

The amount of bonds, the timing of the issuance and the percentage of debt service to be repaid by the City and the County shall be determined pursuant to further proceedings of the City and the County.

Exhibit I

Legal Descriptions of Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi, 2013 and Survey Map of the Geographic Location of the Project

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Exhibit II

The Hattiesburg Clinic Professional Association "Project Summary" *Hattiesburg Mississippi 2013*

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City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, September 3, 2013

4:00 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 August 5, 6, 19, 20 and 21, 2013, City Council meetings.

V. PRESENTATION AGENDA**VI. POLICY AGENDA**

- VI.-1** [2013- 77](#) End the State of Emergency occurring as a result of a tornado on Sunday, February 10, 2013.
- VI.-2** [2013-0547](#) Adopt Resolution levying ad valorem taxes on all of the taxable property within the City of Hattiesburg, Mississippi, for the purpose of raising revenue for said City for the fiscal year beginning October 1, 2013, and ending September 30, 2014, and authorize publication of same.

Attachments: [FY 2014 Tax Levy Resolution](#)
[executed FY 2014 Tax Levy Resolution RES#2013-81](#)

- VI.-3** [2013-69](#) Adopt a Resolution approving the adoption and implementation of the "Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi, 2013".

Attachments: [Resolution Adopting TIF Plan \(draft2\)052013 - Hattiesburg Clinic Midtown Proje](#)
[Hattiesburg Clinic Midtown TIF Project](#)
[executed Resolution Adopting TIF Plan \(draft2\)052013 - Hattiesburg Clinic Midt](#)

- VI.-4** [2013-0546](#) Adopt the September 3, 2013 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2013 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Attachments: [Sept 3, 2013 Budget Amendments](#)
[executed Sept 3, 2013 Budget Amendments RES#2013-83](#)

- VI.-5** [2013-70](#) Adopt a Resolution declaring as surplus certain real property located at the SW corner of Mobile Street and East 4th Street (more particularly described in the attached Resolution); approve the sale of said property as authorized by Section 21-17-1 of the Mississippi Code; authorize the Mayor to execute contract for sale of property to L.O.G.O.S. Missionary Baptist Church

Attachments: [Agreement.L.O.G.O.S. Missionary Baptist Church.Mobile Street Property RESOLUTION.SURPLUS.Mobile Street property.L.O.G.O.S. Missionary Baptist Church.executed RESOLUTION.SURPLUS.Mobile Street property.L.O.G.O.S. Missionary Baptist Church](#)

- VI.-6** [2013-0551](#) Approve change order entitled Supplemental Agreement No. 2 with Precision Construction, L.L.C. for the Longleaf Trace Zoo & Depot Spurs project, restoring line item quantities changed in error in Supplemental Agreement No. 1 to their original values; Authorize Mayor to execute four (4) originals of same.

Attachments: [Supplemental Agreement No. 2 Cover Letter](#)
[Supplemental Agreement No. 2](#)
[executed Supplemental Agreement No. 2](#)

- VI.-7** [2013-0556](#) Authorize Mayor to execute duplicate membership applications and service agreements with Southern Pine Electric Power Association to provide electrical service to a sewer pump station on J. Ed Turner Road.

Attachments: [Cover Letter Southern Pines Electric](#)
[Membership App Southern Pines Electric](#)
[Service Agreement Southern Pines Electric](#)
[executed Membership App Southern Pines Electric](#)
[executed Service Agreement Southern Pines Electric](#)
[So. Pine Service Agreement-fully executed](#)

- VI.-8** [2013-0566](#) Approve and authorize execution of event marketing agreement with IMG College, LLC, for marketing partnership with USM athletics for a three year period beginning July 1, 2013 and ending June 30, 2016, in the annual amounts outlined in said agreement.

Attachments: [IMG Agreement](#)
[executed IMG Agreement](#)

- VI.-9** [2013-0565](#) Authorize the Mayor to execute equipment lease agreement with First Data for leasing new credit card machines.

Attachments: [First Data Lease](#)
[executed First Data Lease](#)

- VI.-10** [2013-0550](#) Authorize the purchase of 15.3 Wetlands Credits from Martin O'Neil Investments, L.L.C. and/or Wetlands Solutions, L.L.C. at a cost of \$168,000.00 to satisfy mitigation requirements for the 5.1 acres of wetlands impacted by the Airport Drainage and Safety Area Improvements Project Part Two (A.I.P. No. 3-28-0031-0020-2013) as per the mitigation plan reviewed and accepted by the U.S. Army Corps of Engineers; Authorize issuance of manual check or checks for same.

Attachments: [Joint Public Notice](#)

- VI.-11** [2013-0559](#) Declare and approve a sole source purchase covering rental of election equipment and related services for the upcoming special election, as provided for in MS Code Section 31-7-13 (m) (viii); authorize execution, in duplicate, of rental agreement with Election Systems and Software, Inc.

Attachments: [ES&S Agreement - Special Election 2013](#)
[executed ES&S Agreement - Special Election 2013](#)

- VI.-12** [2013-0543](#) Authorize execution of 2013 MS Office of Highway Safety grant contract paperwork in triplicate for the amount of \$94,859 to fund Hattiesburg DUI program.

Attachments: [FY14 City of Hattiesburg Contract Documents Revised Approved](#)
[executed FY14 City of Hattiesburg Contract Documents Revised Approved](#)

- VI.-13** [2013-0563](#) Adopt an order to approve the sale of personal service weapons to retiring Police Officer Sergeant Richard Hoerner in the amount of One Hundred Dollars (\$100.00), pursuant to Mississippi Code Ann. 45-9-131.

Attachments: [Memo, Hoerner, service weapon](#)

VII. ROUTINE AGENDA

- VII.-1** [2013-0553](#) Set a Public Hearing at 5:30 p.m. on Monday, September 23, 2013 in the City Council Chamber of City Hall at 200 Forrest Street and a subsequent Public Comment Period ending on October 7, 2013 for the purpose of receiving public input for the creation of the 2014 CDBG/HOME Annual Action Plan, and authorize and approve publication of the same.{Entitlement}

Attachments: [NOTICE OF PUBLIC HEARING 2014 Action Plan](#)
[executed NOTICE OF PUBLIC HEARING 2014 Action Plan](#)

- VII.-2** [2013-0544](#) Acknowledge receipt of the two bid purchase docket for the period of July 30, 2013 through August 26, 2013 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972

Attachments: [09-03-Two Quote Docket](#)

- VII.-3** [2013-0514](#) Acknowledge receipt of a Temporary Construction Easement from D. J. Shuttle and Tours, Inc. for a portion of Forrest County Tax Parcel No. 2-029J-10-160.00 for the Downtown Traffic Improvements Project.

Attachments: [DJ Shuttle Executed Deeds Easement](#)

- VII.-4** [2013-0567](#) Acknowledge and accept as a donation a 2014 Ford Explorer from the United States Federal Marshalls; authorize vehicle to be placed on the Hattiesburg Police Department inventory.

Attachments: [Title 2014 Ford Explorer](#)
 [Memo - 2014 Ford Explorer](#)

- VII.-5** [2013-0561](#) Acknowledge bids received on June 13, 2013 for Sports Shirts for the Hattiesburg Police Department and accept the term bid per the attached memorandum.

Attachments: [09-03-Accept HPD Sports Shirts](#)

- VII.-6** [2013-0554](#) Approve and authorize publication of Notice to Bidders for the Demolition of dilapidated houses for the City of Hattiesburg's CDBG Demolition Program - 2013 Demolition List #1{Entitlement}.

Attachments: [Demolition Notice to Bidders - Sept-Oct 2013 List #1](#)
 [Demolition Packet Bid Form Sept-Oct 2013 List #1](#)
 [executed Demolition Notice to Bidders - Sept-Oct 2013 List #1](#)

- VII.-7** [2013-0555](#) Approve and authorize publication of Notice to Bidders for the Demolition of dilapidated houses for the City of Hattiesburg's CDBG Demolition Program - 2013 Demolition List #2{Entitlement}.

Attachments: [Demolition Notice to Bidders - Sept-Oct 2013 List #2](#)
 [Demolition Packet Bid Form Sept-Oct 2013 List #2](#)
 [executed Demolition Notice to Bidders - Sept-Oct 2013 List #2](#)

- VII.-8** [2013-0552](#) Approve and authorize issuance of manual checks for CDBG Program Claims per attached memorandum.{Entitlement}

Attachments: [MEMORANDUM-Manual Checks-CDBG](#)
 [CDBG Supporting Docs](#)

VII.-9 [2013-0545](#) Approve claims docket for the period ending August 31, 2013.

Attachments: [Claims Docket 9-3-13](#)
 [ADDENDUM 9.3.13](#)



City of Hattiesburg, MS

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

Master

File Number: 2013- 77

File ID: 2013- 77

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/29/2013

Brief Title: End the State of Emergency occurring as a result of a tornado on Sunday, February 10, 2013.

Final Action: 09/03/2013

Minute Book Number: MB2013-262-263

Title:

End the State of Emergency occurring as a result of a tornado on Sunday, February 10, 2013.

Notes:

Sponsors:

Enactment Date:

Attachments:

Enactment Number:

Contact:

Meeting Date: 09/03/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/03/2013	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to End the State of Emergency occurring as a result of a tornado on Sunday, February 10, 2013.							
Council member Delgado asked if [the City] is done with everything; Mayor DuPree said [the City] is done as far as recouping funds from FEMA.							
Council member Carroll asked if [the City] will still [waive fees for work related to the tornado]; Mayor DuPree replied in the affirmative.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll and Dryden							
Nays: 0							
Absent: 1 - Naylor							

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

Text of Legislative File 2013- 77

Title

End the State of Emergency occurring as a result of a tornado on Sunday, February 10, 2013.

Summary

End the State of Emergency occurring as a result of a tornado on Sunday, February 10, 2013.

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: 2013-0547

File ID: 2013-0547

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 08/27/2013

Brief Title: Tax Levy Resolution FY 2014

Final Action: 09/03/2013

Minute Book Number: MB2013-263

Title: Adopt Resolution levying ad valorem taxes on all of the taxable property within the City of Hattiesburg, Mississippi, for the purpose of raising revenue for said City for the fiscal year beginning October 1, 2013, and ending September 30, 2014, and authorize publication of same.

Notes:

Sponsors:

Enactment Date:

Attachments: FY 2014 Tax Levy Resolution, executed FY 2014
Tax Levy Resolution RES#2013-81

Enactment Number:

Contact: Connie Everett

Meeting Date: 09/03/2013

Drafter: Connie Everett

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/03/2013					
	Action Text:	Council President Bradley announced that Policy Agenda Item VI.-2 will be voted upon following the 6 p.m. public hearing on the 2014 budget.					
	Notes:	This item was adopted following the public hearing on the budget.					
1	City Council	09/03/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Adopt Resolution levying ad valorem taxes on all of the taxable property within the City of Hattiesburg, Mississippi, for the purpose of raising revenue for said City for the fiscal year beginning October 1, 2013, and ending September 30, 2014, and authorize publication of same.

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

Yeas: 4 - Bradley, Delgado, Carroll and Dryden

Nays: 0

Absent: 1 - Naylor

Yea: 4 Council Member Bradley
 Council Member Delgado
 Council Member Carroll
 Council Member Dryden

TEL-No Vote: 0

Text of Legislative File 2013-0547

Title

Adopt Resolution levying ad valorem taxes on all of the taxable property within the City of Hattiesburg, Mississippi, for the purpose of raising revenue for said City for the fiscal year beginning October 1, 2013, and ending September 30, 2014, and authorize publication of same.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Publish one time in Hattiesburg American within 10 days of adoption (no later than September 13, 2013)

**A RESOLUTION LEVYING AD VALOREM TAXES ON
ALL OF THE TAXABLE PROPERTY WITHIN THE
CITY OF HATTIESBURG, MISSISSIPPI, FOR THE PURPOSE
OF RAISING REVENUE FOR SAID CITY FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2013, AND ENDING SEPTEMBER 30, 2014**

WHEREAS, the governing authorities of the City of Hattiesburg, Mississippi, are required by Section 21-33-45 of the Mississippi Code of 1972 at a meeting held on September 3, 2013 to levy the municipal ad valorem taxes for the fiscal year next succeeding, and are required to fix this rate or levy for the municipality and the municipal separate school district and to express the rates or levies therefore in mills or a decimal fraction of a mill; and

WHEREAS, the governing authorities have fully, carefully and maturely considered the requirements of the various funds of the City of Hattiesburg and of Hattiesburg Municipal Separate School District; and

WHEREAS, the Council does now find, determine and adjudge that the tax rates or levies appearing hereinafter for the said City of Hattiesburg, in order to raise funds required to meet the expenses of said City of Hattiesburg and for municipal purposes and the expense of said school district:

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, that the following ad valorem tax rates or levies be and the same are hereby fixed, imposed and levied for the current fiscal year 2013-2014 of said City upon said assessed value of all of the taxable property in the City of Hattiesburg, Forrest and/or Lamar Counties, Mississippi, and in said municipal separate school district, as said property is now assessed and listed, and as it may be hereafter assessed and listed upon the assessment rolls of said City of Hattiesburg, as of January 1, 2013, and the said rates or levies expressed in mills or a decimal fraction of a mill and determining the ad valorem taxes to be collected upon each dollar of valuation upon the assessment rolls of the City of Hattiesburg, Mississippi, and upon each dollar or valuation for the municipal separate school district as shown upon the assessment rolls of said City, being fixed, imposed levied as follows, to wit:

TAX LEVY FOR FISCAL YEAR 2013-2014
CITY OF HATTIESBURG

For General Revenue Purposes and General Improvements: General Fund Section 27-39-307, Code of 1972	32.10 Mills
For Parks and Recreation Purposes: Parks and Recreation Fund Section 21-37-43, Code of 1972	2.00 Mills
For Library Purposes: Library Fund Section 39-3-7, Code of 1972	1.95 Mills
For Municipal Bonds and Interest: For General Municipal Bonds and Interest Section 21-33-87, Code of 1972	7.00 Mills
For Disability and Relief: For Police and Firemen's Disability And Relief Section 21-29-117, Code of 1972	3.87 Mills
For Hattiesburg Mass Transit System SB No. 2841-MS Legislative Session Of 1975	0.50 Mills
TOTAL EXCLUSIVE OF SCHOOLS	<u>47.42 Mills</u>
For School Purposes and Maintenance of Schools: District Maintenance	56.54 Mills
For School Bonds and Interest: For Municipal Separate School District Bonds and Interest Thereon Section 37-59-23 and Section 37-59-107, Code of 1972	8.03 Mills
For School Shortfall Notes: Section 37-57-108	.32 Mills
TOTAL LEVY FOR SCHOOL PURPOSES	<u>64.89 Mills</u>
TOTAL LEVY FOR ALL PURPOSES UPON EACH DOLLAR ASSESSED VALUATION	<u>112.31 Mills</u> =====

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 3rd day of September, 2013.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of September, 2013.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

**A RESOLUTION LEVYING AD VALOREM TAXES ON
ALL OF THE TAXABLE PROPERTY WITHIN THE
CITY OF HATTIESBURG, MISSISSIPPI, FOR THE PURPOSE
OF RAISING REVENUE FOR SAID CITY FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2013, AND ENDING SEPTEMBER 30, 2014**

WHEREAS, the governing authorities of the City of Hattiesburg, Mississippi, are required by Section 21-33-45 of the Mississippi Code of 1972 at a meeting held on September 3, 2013 to levy the municipal ad valorem taxes for the fiscal year next succeeding, and are required to fix this rate or levy for the municipality and the municipal separate school district and to express the rates or levies therefore in mills or a decimal fraction of a mill; and

WHEREAS, the governing authorities have fully, carefully and maturely considered the requirements of the various funds of the City of Hattiesburg and of Hattiesburg Municipal Separate School District; and

WHEREAS, the Council does now find, determine and adjudge that the tax rates or levies appearing hereinafter for the said City of Hattiesburg, in order to raise funds required to meet the expenses of said City of Hattiesburg and for municipal purposes and the expense of said school district:

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, that the following ad valorem tax rates or levies be and the same are hereby fixed, imposed and levied for the current fiscal year 2013-2014 of said City upon said assessed value of all of the taxable property in the City of Hattiesburg, Forrest and/or Lamar Counties, Mississippi, and in said municipal separate school district, as said property is now assessed and listed, and as it may be hereafter assessed and listed upon the assessment rolls of said City of Hattiesburg, as of January 1, 2013, and the said rates or levies expressed in mills or a decimal fraction of a mill and determining the ad valorem taxes to be collected upon each dollar of valuation upon the assessment rolls of the City of Hattiesburg, Mississippi, and upon each dollar or valuation for the municipal separate school district as shown upon the assessment rolls of said City, being fixed, imposed levied as follows, to wit:

TAX LEVY FOR FISCAL YEAR 2013-2014
CITY OF HATTIESBURG

For General Revenue Purposes and General Improvements: General Fund Section 27-39-307, Code of 1972	32.10 Mills
For Parks and Recreation Purposes: Parks and Recreation Fund Section 21-37-43, Code of 1972	2.00 Mills
For Library Purposes: Library Fund Section 39-3-7, Code of 1972	1.95 Mills
For Municipal Bonds and Interest: For General Municipal Bonds and Interest Section 21-33-87, Code of 1972	7.00 Mills
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For Hattiesburg Mass Transit System SB No. 2841-MS Legislative Session Of 1975	0.50 Mills
TOTAL EXCLUSIVE OF SCHOOLS	<u>47.42 Mills</u>
For School Purposes and Maintenance of Schools: District Maintenance	56.54 Mills
For School Bonds and Interest: For Municipal Separate School District Bonds and Interest Thereon Section 37-59-23 and Section 37-59-107, Code of 1972	8.03 Mills
For School Shortfall Notes: Section 37-57-108	.32 Mills
TOTAL LEVY FOR SCHOOL PURPOSES	<u>64.89 Mills</u>
TOTAL LEVY FOR ALL PURPOSES UPON EACH DOLLAR ASSESSED VALUATION	<u><u>112.31 Mills</u></u>

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

YEAS: Bradley
Delgado
Carroll
Dryden

NAYS: None ABSENT: Naylor

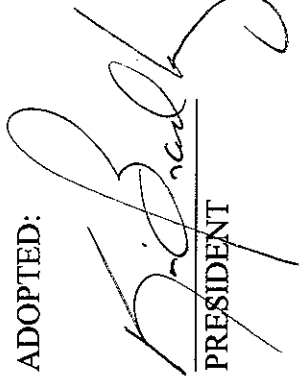
The President thereby declared the motion carried and the Resolution adopted, this the 3rd day of September, 2013.

(S E A L)

ATTEST:

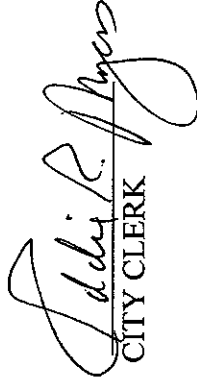

CLERK OF COUNCIL

ADOPTED:

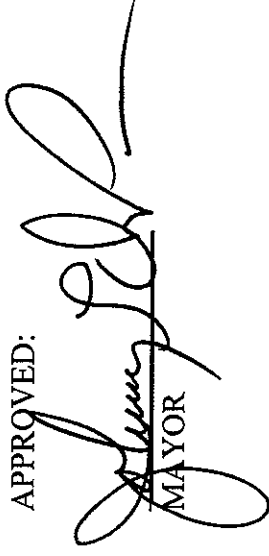

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of September, 2013.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2013-69

File ID: 2013-69

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 08/27/2013

Final Action: 09/03/2013

Brief Title: Resolution approving the adoption and implementation of the "Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi, 2013".

Minute Book Number: MB2013-263

Title:

Adopt a Resolution approving the adoption and implementation of the "Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi, 2013".

Notes:

Sponsors:

Enactment Date:

Attachments: Resolution Adopting TIF Plan (draft2)052013 - Hattiesburg Clinic Midtown Project, Hattiesburg Clinic Midtown TIF Project, executed Resolution Adopting TIF Plan (draft2)052013 - Hattiesburg Clinic Midtown Project RES#2013-82

Enactment Number:

Contact:

Meeting Date: 09/03/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/03/2013	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Adopt a Resolution approving the adoption and implementation of the "Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi, 2013".							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll and Dryden							
Nays: 0							
Absent: 1 - Naylor							

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

Text of Legislative File 2013-69

Title

Adopt a Resolution approving the adoption and implementation of the "Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi, 2013".

Summary

Resolution approving the adoption and implementation of the "Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi, 2013".

Budget Information

Expenditure Type

Purchasing Item

Publication Information

The City Clerk reported that pursuant to a resolution of the City Council (the “**Governing Body**”) of the City of Hattiesburg (the “**City**”) calling for a public hearing to be held at City Hall, 200 Forrest Street, Hattiesburg, MS at 4:00 P.M. on, September 3, 2013, with respect to a Tax Increment Financing Plan, “Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi, 2013” (the “**TIF Plan**”), he did cause a notice of the public hearing to be published in the *Hattiesburg American*, a newspaper having a general circulation in the City on, August 23rd, 2013, as evidenced by the proof of publication on file in the office of the Clerk. The Council President then called the meeting to order, and the public hearing was duly convened. At that time, all present were given an opportunity to present oral and/or written comments on the TIF Plan. On September 3rd, 2013, Council member _____ offered and moved the adoption of the following resolution:

A RESOLUTION APPROVING THE ADOPTION AND IMPLEMENTATION OF THE “TAX INCREMENT FINANCING PLAN, “HATTIESBURG CLINIC MIDTOWN DISTRICT PROJECT, HATTIESBURG, MISSISSIPPI, 2013”.

WHEREAS, under the power and authority granted by the laws of the State of Mississippi and particularly under Chapter 45 of Title 21, Mississippi Code of 1972, as amended, the Governing Body, on August 20th, 2013, did adopt a certain resolution entitled:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES AND COUNTIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT “HATTIESBURG CLINIC MIDTOWN DISTRICT” PROJECT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE, THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN, AND FOR RELATED PURPOSES.

WHEREAS, as directed by the aforesaid resolution and as required by law, a Notice of Public Hearing was published one (1) time in the *Hattiesburg American*, a newspaper having a general circulation within the City, and was so published in said newspaper on August 23rd, 2013, as evidenced by the publisher’s proof of publication of the same heretofore presented to the Governing Body and filed with the Clerk;

WHEREAS, the Notice of Public Hearing generally described the TIF Plan and further called for a public hearing to be held in the Hattiesburg City Hall, 200 Forrest Street, Hattiesburg, Mississippi, at 4:00 P.M. on September 3rd, 2013, in order for the general public to state or present their views on the TIF Plan;

WHEREAS, at 4:00 P.M. on September 3rd, 2013, the public hearing was held, and all in attendance were given an opportunity to state or present their oral and/or written comments on the TIF Plan; and

WHEREAS, the City reasonably expects that the Hattiesburg Clinic P.A. (the “**Developer**”) will incur expenditures for the infrastructure improvements prior to the issuance of the Bonds, and that the City should declare its official intent to reimburse such expenditures with the proceeds of the Bonds upon the issuance thereof.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City, as follows:

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

SECTION TWO: That the Governing Body of the City is now fully authorized and empowered under the provisions of Chapter 45 of Title 21, Mississippi Code of 1972, as amended, to adopt and implement the TIF Plan, and does hereby adopt and approve such TIF Plan as presented in order to assist in the construction and development of the proposed Project and whereby, the City, acting on behalf of itself and Forrest County, Mississippi (the “**County**”) will issue Tax Increment Financing Revenue Bonds or Notes (the “**Bonds**”) in one or more series, for the Project in an amount not to exceed One Million, Five Hundred Thousand Dollars (\$1,500,000) secured solely by a pledge by the City of up to one hundred percent (100%) of the increased real and personal property ad valorem taxes of the City that are generated in the TIF District for up to 15 years, as well as a pledge by the County of up to one hundred percent (100%) of the increased real and personal property ad valorem taxes of the County that are generated in the TIF District for up to 15 years, as set forth in an inter-local agreement between the City and the County, which funds will be used to acquire real property, various public infrastructure and other improvements to serve the Project as described in detail in the TIF Plan; engineering; TIF Plan preparation fees; other incidental costs; and related professional fees.

SECTION THREE: Pursuant to Section 1.150-2 of the Treasury Regulations (the “**Reimbursement Regulations**”), the Governing Body hereby confirms prior declarations and declares anew its official intent to reimburse expenditures made for the Project prior to the issuance of the Bonds with proceeds of the Bonds to the extent permitted by the Reimbursement Regulations.

SECTION FOUR: That the Bonds of the City and County shall be issued pursuant to further proceedings of the Governing Bodies of the City and County.

Council member _____ seconded the motion to adopt the foregoing Resolution and after the same had been read and considered section by section and put to a roll call vote, the result was as follows:

YEAS:

NAYS:

The motion having received the affirmative vote of a majority of the members present, the Council President declared the motion carried and the resolution adopted this, the 3rd day of September, 2013.

ATTEST

Debbie Bernardo, Clerk of Council

Kim Bradley, Council President

The above and foregoing Resolution having been submitted and approved by the Mayor, this the 3rd day of September, 2013.

Eddie R. Myers, City Clerk

Johnny L. DuPree, Mayor

(S E A L)

TAX INCREMENT FINANCING PLAN

**HATTIESBURG CLININC MIDTOWN
DISTRICT PROJECT**

HATTIESBURG, MISSISSIPPI

2013

URBAN PLANNING CONSULTANTS, INC

1100 Cherry Street • Vicksburg, Mississippi 39183 • (601) 638-7121 • Facsimile (601) 638-5292 • E-Mail: laurence@upc.ms

**TAX INCREMENT FINANCING PLAN
HATTIESBURG CLINIC MIDTOWN DISTRICT PROJECT
HATTIESBURG, MISSISSIPPI
2013**

ARTICLE I PURPOSE AND INTENT

Section 1.01 Preamble.

(a) The administration and implementation of this *"Tax Increment Financing Plan, Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi 2013,"* (the **"TIF Plan"**) will be a joint undertaking of the City of Hattiesburg (the **"City"**) and Forrest County (the **"County"**). The City and County will enter into an inter-local agreement or a regional economic development alliance agreement (**"Agreement"**) under the Regional Economic Development Act (the **"REDA Act"** as defined below) as applicable, that will designate the City as the primary party in interest in carrying the project forward. The issuance of Bonds, Notes, or other similar debt obligations in one or more series to provide funds to finance the costs of construction of various public infrastructure and related site improvements in connection with the Project. The TIF Plan shall be a joint undertaking of the City and County whereby the City will issue one or more series of Tax Increment Financing Revenue Bonds as authorized herein to finance the Project as more fully described herein.

(b) The Tax Increment Financing and other funds as identified herein will be used to defray the cost of construction and installation of various public infrastructure improvements in connection with the Project and other activities to serve Hattiesburg Clinic Midtown District Project (the **"Project"**) and the community as a whole.

(c) The total cost of the infrastructure, site improvements and other activities making up the Project as defined below, is estimated to be approximately ELEVEN MILLION, EIGHT-HUNDRED THOUSAND DOLLARS (\$11,800,000), plus an additional FOUR HUNDRED THOUSAND DOLLARS (\$400,000) in furniture, fixtures, and equipment for a project total estimated investment of TWELVE MILLION, TWO HUNDRED EIGHTY-ONE DOLLARS (\$12,281,000) part of which will be funded through Tax Increment Financing Revenue Bonds, notes or other similar debt instruments issued in one or more series in an amount not to exceed ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) by the City pursuant to the TIF Plan and Section 21-45-1, *et seq.*, Mississippi Code of 1972, as amended (the **"TIF Act"**) and the Regional Economic Development Act funding as authorized by Section 57-64-1, *et seq.*, Mississippi Code of 1972 as amended (**"the REDA Act"**) as applicable.

(d) The descriptions of the Project and the tax revenue projections were provided by The Hattiesburg Clinic, P.A., (**"the Developer"**) and the Forrest County Tax Assessor's office.

Section 1.02 Statement of Intent. As provided in the Preamble of this TIF Plan, the City, acting on behalf of itself and the County, proposes to issue Tax Increment Financing Revenue Bonds, notes, or other similar debt instruments in one or more series, pursuant to the authority outlined hereinabove, in an amount not to exceed ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000), which will be secured solely by the City's pledge of up to one hundred percent (100%) of the increased real and personal property ad valorem taxes

generated by the Project in the Tax Increment Financing, ("TIF") District and a pledge by the County of up to one-hundred percent (100%) of the increased real and personal property ad valorem taxes generated by the construction and development of the Project within the TIF District proposed herein. The TIF funds will be used to pay the cost of constructing and installing various infrastructure improvements and site improvements of the Project including, but not limited to, installation of utilities such as water, sanitary sewer and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter, parking, sidewalks; installation of traffic signalization and signage; grading; lighting and landscaping of rights-of-way; purchase of rights-of-way and other property necessary for the installation of the infrastructure and other improvements described hereinabove; capitalized interest; and other related expenses such as engineering; all expenses in connection with the authorization, sale and issuance of bonds, notes, or similar debt instruments; TIF plan preparation fees and other incidental related costs; and related professional fees. If deemed necessary and appropriate, the City and County may require additional security from the Developers of the Project. The construction of the aforementioned improvements will be undertaken to provide for the public convenience, health and welfare. A more detailed scope of work, along with budgets, will be identified in a security and reimbursement agreement with the Hattiesburg Clinic, P.A.

Section 1.03 Public Convenience and Necessity. The public convenience and necessity requires participation by the City and County in this Project. The public interest will be served by the City and County's participation in the public infrastructure and other public improvement and facilities costs of the Project. The Project will accomplish the following, which will provide for the public convenience and necessity and serve the best interests of the citizens of the City and County:

- (a) **Private Investment.** Construction of the Project will represent a private investment of approximately \$12,281,000 with an impact of those funds into the local economy
- (b) **Increase in City Ad Valorem Taxes.** Increased City real and personal property taxes generated from Hattiesburg Clinic Midtown District Project are projected to be as follows:

<u>Entity</u>	<u>Current Tax</u>	<u>Taxes After Improvements</u>	<u>Total Increase</u>
City (47.42 mils)			
Real and Personal Property	\$2,826.76	\$74,251.54	\$71,424.78

- (c) **Increase in County Ad Valorem Taxes.** Increased County real and personal property taxes generated from Hattiesburg Clinic Midtown District Project are estimated to be as follows:

<u>Entity</u>	<u>Current Tax</u>	<u>Taxes After Improvements</u>	<u>Total Increase</u>
County (55.09mils)			
Real and Personal Property	\$3,402.60	\$86,261.44	\$82,858.84

URBAN PLANNING CONSULTANTS, INC

- (d) The Project will generate the following estimated real and personal property taxes for the School District:

<u>Entity</u>	<u>Current Tax</u>	<u>Taxes After Improvements</u>	<u>Total Increase</u>
School (59.02 mils)			
Real and			
Personal Property	\$3,947.74	\$92,415.14	\$88,467.40

(e) **Summary of Benefits**

- The Project will establish a new development in the Hattiesburg and Forrest County market, thus enhancing the city and the county's competitive position as one of the State of Mississippi's pre-eminent medical communities.
- The Project will be the first significant investment in the city's new "Hattiesburg Midtown District," whose goal is to create a "walk-able", "workable", mixed use community that connects people to living, shopping, dining, entertaining, educational, medical, cultural and recreational venues.
- This development will positively support the development of additional investments in the district, due to the concentration of additional workers and new customers in the Midtown District daily.
- The Hattiesburg Clinic Professional Association will strengthen the stature of Hattiesburg and Forrest County as one of Mississippi's best regional medical centers broadening the full continuum of care in the community.
- The Hattiesburg Clinic Professional Association is a strong and viable economic development project that will serve as a major catalyst for additional private investment in the Project area to support and enhance growth.
- The Clinic will facilitate a more effective management of certain key service departments by consolidating the staff from multiple locations into a single coordinated space.
- The Clinic will provide space for future expansion of the above noted service areas to continue to meet the needs of the anticipated increasing growth.
- The Project will allow for the elimination of the cost of four third-party real estate lease agreements.
- The Project will free up in excess of 15,000 square feet in the main Clinic medical office building (415 South 28th Avenue and 28th Place) to be used for the expansion of the Forrest County ophthalmology and obstetrical services and the creation of a new satellite family medicine graduate medical education program of the University of Mississippi's School of Medicine.

ARTICLE II. PROJECT AND DEVELOPER INFORMATION

Section 2.01 Project Description.

Hattiesburg Clinic Midtown District Project

Section 2.02 Developer Information.

(a) Name of Developer:

The Hattiesburg Clinic, P.A.

(b) Address of Company:

415 South 28th Avenue
Hattiesburg, MS 39401

Local Contractors or Agents:

To be determined by the developer using competitive bids/proposals processes

ARTICLE III. ECONOMIC DEVELOPMENT IMPACT DESCRIPTION.

Section 3.01 Job Creation.

Construction Jobs: It is expected that the construction of the Project will create scores of construction jobs that will generate a significant construction payroll that will be spent locally and have a positive impact on the economy of Hattiesburg and Forrest County. The Project is expected to take approximately 15 months of construction time to complete.

- a) *Permanent Full and Part-Time Jobs:* Upon completion of the Project, it is expected that the new Administrative Services Center will allow the clinic to employ an additional 50 full time support staff members. The projected payroll associated with these incremental positions is \$2,050,000
- b) When the Clinic relocates staff from its existing main campus facilities and repurposes this space (15,000 square feet) for additional health care providers, it is expected that we would increase payroll and number of employees by \$3,400,000 and 36 professional positions, respectively.

Section 3.02 Financial Benefit To The Community.

The Hattiesburg Clinic Professional Association, (the "Clinic") proposes to develop a new administrative office complex (the "Administrative Service Building") and two additional parking facilities within the newly defined "Hattiesburg Midtown District." It will represent a significant economic expansion of the Clinic's current position in the Hattiesburg medical trade area and provide for a consolidation of seven separate satellite facilities into the economic center of the Midtown District Project. This in turn will allow space for the needed expansion of net new staffing positions in both the medical clinic area as well as in the medical administrative support areas.

The new administrative office building will house the business office, the current "Epic" electronic medical record support, the computer network administration and human resources departments.

Presently, the staff in these support areas resides in seven unique buildings on or within a mile of the main Clinic campus in Hattiesburg. The consolidation of these functions into a single facility will allow for growth.

The descriptions of the Project (attached hereto as Exhibit II "Project Summary") and the tax revenue projections were provided to the City and County by Hattiesburg Clinic, P.A., with the assistance from the Forrest County Tax Assessor office.

Project Location

a. **Legal Description and Map**

Attached hereto as Exhibit I is a survey and legal description of the land upon which the Project will be located. This survey identifies the TIF District from which the tax revenues will be generated to service the TIF bond debt.

b. **Environmental Characteristics and Zoning**

The Project site is comprised of approximately one (1) acre of undeveloped prime commercial property. This property is currently properly zoned to allow for the proposed Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi 2013 development as described in this TIF Plan.

(a) **Ad Valorem Tax Increases**

The construction and development of the Project will generate significant increases in ad valorem tax revenues for the City, the County and the School District. The following are estimates of new ad valorem tax revenues that are expected to be generated by the development.

AD VALOREM TAXES

<u>Entity</u>	<u>Current Tax*</u>	<u>Taxes After Improvements*</u>	<u>Total Increase*</u>
City (47.42mils) Real Property & Personal Property	\$2,826.76	\$74,251.54	\$71,424.78
County (55.09 mils) Real Property & Personal Property	\$3,402.60	\$86,261.44	\$82,858.84
School District (59.02 mils) Real Property & Personal Property	<u>\$3,947.74</u>	<u>\$92,415.14</u>	<u>\$88,467.40</u>
Totals:	\$10,177.10	\$252,928.12	\$242,751.02

* The estimated taxes provided in the foregoing table are based on data provided by the Developer and the Forrest County Tax Assessor's office.

**ARTICLE IV. A STATEMENT OF THE OBJECTIVE OF THE TAX
INCREMENTFINANCING PLAN**

Section 4.01 Primary Objective

The primary objective of the TIF Plan is to serve the public convenience and necessity by participating in the "Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi 2013." The TIF Plan will provide financing to acquire property, construct public infrastructure and other improvements to serve the development as described in the preamble to this TIF Plan. The public infrastructure improvements will be constructed in accordance with standards, codes and ordinances of the City.

The improvements will provide for the health and welfare of the public by providing for safe and adequate street, drainage improvements, parking and public access, adequate utilities, which may include electrical, water, gas, sanitary sewer systems and drainage systems. The area will also be landscaped.

**ARTICLE V. A STATEMENT INDICATING THE NEED AND PROPOSED USE OF
THE TAX INCREMENT FINANCING PLAN IN RELATIONSHIP TO
THE REDEVELOPMENT PLAN**

Section (5.01) Property Description

The proposed use of the Tax Increment Financing Plan is to provide a financing mechanism for the construction of the Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi 2013 and other improvements necessary to serve the public that will utilize the induced development. This TIF Plan is consistent with the goals and objectives of the Tax Increment Financing Redevelopment Plan of the City of Hattiesburg Mississippi.

The legal description and survey map are attached hereto as **Exhibit I**

ARTICLE VI. A STATEMENT CONTAINING THE COST ESTIMATE OF THE REDEVELOPMENT PROJECT, PROJECTED SOURCES OF REVENUE TO MEET THE COSTS and TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

Section 6.01 Cost Estimate of Development Project.

The development of the Project will represent a private investment in excess of TWELVE MILLION, TWO-HUNDRED THOUSAND DOLLARS (\$12,200,000). As set forth in the Preamble of this TIF Plan, this TIF Plan will be a joint undertaking of the City of Hattiesburg and Forrest County, whereby the City and County will enter into an inter-local agreement, which will designate the City as the primary party in interest in carrying the Project forward. The City and County propose that the City is to issue bonds or notes as authorized in the Preamble of this TIF Plan, in one or more series, in an amount not to exceed ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000). The TIF funds will be used to pay the cost of constructing and installing various infrastructure improvements and site improvements of the Project including, but not limited to, installation of utilities such as water, sanitary sewer and natural gas lines, relocation of utilities, installation and relocation of electrical services, installation of storm drainage, construction of roadways with curb and gutter, parking, sidewalks, installation of traffic signalization and signage, grading, lighting and landscaping of rights-of-way, purchase of rights-of-way and other property necessary for the installation of the infrastructure and other improvements described hereinabove, capitalized interest and other related expenses such as engineering all expenses in connection with the authorization, sale and issuance of bonds, or indebtedness TIF plan preparation fees and other incidental related costs and related professional fees. If deemed necessary and appropriate, the City and County may require additional security from the Developers of the Project. The construction of the aforementioned improvements will be undertaken to provide for the public convenience, health and welfare. A more detailed scope of work, along with budgets, will be identified in a security and reimbursement agreement with the Hattiesburg Clinic, P.A.

Proceeds of the Bonds or Notes may also be used to fund capitalized interest and/or a debt service reserve fund as may be permitted under Section 21-45-1, *et seq.*, Mississippi Code of 1972, as amended.

Section 6.02 Projected Sources of Revenue to Meet Costs.

The Hattiesburg Clinic, P.A. will secure financing for the private investment. The City will pledge up to one hundred percent (100%) of the ad valorem tax increases from the real and personal property generated in the TIF District to finance the Tax Increment Financing Bonds. The County's pledge of ad valorem tax shall be limited to up to one hundred percent (100%) of the increase in its real and personal property ad valorem taxes generated in the TIF district. If deemed necessary and appropriate, the City and County may require additional security from the Developer of the Project generated in the TIF District.

Section 6.03 Total Amount of Indebtedness to be Incurred.

As provided in the Preamble of this TIF Plan, the City will issue up to ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) in TIF Bonds Notes or other similar Debt Instruments, in one or more series, which will be secured by the City with the pledge of up to one

hundred percent (100%) of the incremental increases in ad valorem real and personal property taxes generated by development in the TIF District. The County will pledge up to one hundred percent (100%) of the incremental increases in ad valorem real and personal property taxes generated by development in the TIF District. If deemed necessary and appropriate, the City and County may require additional security from the development of the Project.

The City's pledge of ad valorem tax shall be limited to up to one hundred percent (100%) of the increase in its real and personal property ad valorem taxes generated in the TIF District. *Tax Increment Financing Redevelopment Plan, Hattiesburg, Mississippi and Tax Increment Financing Plan, Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi 2013 and Tax Increment Financing Redevelopment Plan, Forrest County, Mississippi and Tax Increment Financing Plan, Hattiesburg Clinic Midtown District Project, Forrest County, Mississippi 2013* shall be a joint undertaking by the City and the County including, but not necessarily limited to, the issuance of Bonds or Notes to provide funds to defray the cost of the improvements.

Section 6.04 Description of Interest Rate and Required Payments on the TIF Debt Obligations. It is expected that Bonds, Notes or similar Debt Instruments for the development can be obtained at an annual interest rate of not more than five percent (5%) for up to fifteen (15) years of tax increment debt obligations. Annual principal and interest payments are estimated to be up to approximately \$123,426.90 assuming the 5% rate and tax increment obligations over a period of up to fifteen (15) years.

Section 6.05 Pledge of Taxes to Service the TIF Debt Obligations. The increase in ad valorem real and personal property tax revenues to be generated for the City by the Project are estimated to be \$71,424.78. The increase in ad valorem real and personal property tax revenues to be generated for the County resulting from construction and development of Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi 2013 are estimated to be \$82,858.84. It is requested that up to one-hundred percent (100%) of the increased ad valorem real and personal property taxes generated by the Project in the TIF District of the City be pledged to the payment of the tax increment debt obligations and up to one-hundred percent (100%) of the increased ad valorem real and personal property taxes generated by the Project in the TIF District of the County be pledged to the payment of the increment debt obligations. The only obligations of the City and County with respect to the payment of the debt obligations will be the pledge of the increased ad valorem real and personal property tax revenues of the City and County within the TIF District and generated from the development of the property identified in Exhibit I attached hereto. The County's pledge of ad valorem tax increases shall be limited to up to one hundred percent (100%) of the increased real and personal ad valorem taxes created within the TIF District. If deemed necessary and appropriate, the City and County may require additional security from the developers of the project generated from the Project within the TIF District.

Section 6.06 Excess Taxes to be Added to General Funds. Of the total estimated principal and interest payments of \$123,426.90, the City will pledge up to one-hundred percent (100%) of the added increments of ad valorem taxation on the real and personal property generated by the construction and development in the TIF District to service the debt. The County's pledge of real and personal property ad valorem tax increases shall be limited to up to one hundred percent (100%) of such increase within the TIF District. The added increment of City ad valorem taxation is estimated to be about \$71,424.78. Any surplus will be deposited in the general funds of the City to be used for any lawful purpose.

Bonds, Notes or similar Debt Instruments will be issued in one or more series proportionate with the level of ad valorem taxes generated within the TIF District in amounts and percentages to be defined in the development agreements and/or the security and reimbursement agreements between the Hattiesburg Clinic, P.A. and the City. If deemed necessary and appropriate, the City may require additional security from the Developer of the Project.

The amount of bonds, notes or similar debt instruments, the timing of the issuance and the percentage of debt service to be repaid by the City and the County shall be determined pursuant to further proceedings of the City and the County.

Section 6.07 TIF Debt Obligations to be Issued in an Amount that is Commensurate with Pledged Tax Revenue. The TIF Debt Obligations will be issued proportionate to the level of the City's and the County's pledged ad valorem real and personal property tax increases generated within the TIF District in amounts and percentages to be defined in the development agreements and the security and reimbursement agreements between the Developer and the City. If deemed necessary and appropriate, the City and the County may require additional security from the Developers. The amount of TIF Debt Obligations, the timing of the issuance, and the percentage of debt service to be repaid by the County and City shall be determined pursuant to further proceedings of the City and the County.

**ARTICLE VII. LIST OF ALL REAL PROPERTY TO BE INCLUDED IN TAX INCREMENT
FINANCING PLAN**

The real property to be included in this TIF Plan from which the ad valorem real and personal property tax revenues will be generated to finance the bonds will be the approximately one (1) acre tract consisting of Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi 2013 property (see Exhibit I.)

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ARTICLE VIII. DURATION OF THE TAX INCREMENT FINANCING PLAN'S EXISTENCE

The duration of the *Tax Increment Financing Plan, Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi 2013*, will not exceed twenty (20) years.

ARTICLE IX. ESTIMATED IMPACT OF TAX INCREMENT FINANCING PLAN UPON THE REVENUES OF ALL TAXING JURISDICTIONS IN WHICH A REDEVELOPMENT PROJECT IS LOCATED

Section 9.01 Ad Valorem Tax Increases

The construction and development of the Project will generate significant increases in ad valorem tax revenues for the City, the County and the School District. The following are estimates of the new ad valorem tax revenues expected to be generated by the development:

AD VALOREM TAXES

<u>Entity</u>	<u>Current Tax</u>	<u>Taxes After Improvements</u>	<u>Total Increase</u>
City (47.42 mils)			
Real and Personal Property	\$2,826.76	\$74,251.54	\$71,424.78
County (55.09 mils)			
Real and Personal Property	\$3,402.60	\$86,261.44	\$82,858.84
School (59.02 mils)			
Real and Personal Property	\$3947.74	\$92,415.14	\$88,467.40

The ad valorem real and personal property revenue projections were provided from the County with the assistance of the Hattiesburg Clinic, P.A.

ARTICLE X. A STATEMENT REQUIRING THAT A SEPARTE FUND BE ESTABLISHED TO RECEIVE THE ADDED INCREMENTS OF AD VALOREM TAXES AND THE PROCEEDS OF ANY OTHER FINANCING ASSISTANCE

A separate fund entitled "Tax Increment Financing Fund, Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi 2013" shall be established by the City and County to receive real and personal property ad valorem taxes and the proceeds of any other financial assistance received in connection with this Tax Increment Financing Plan.

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ARTICLE XI. THE GOVERNING BODY SHALL BY RESOLUTION, FROM TIME TO TIME, DETERMINE (i) THE DIVISION OF AD VALOREM TAX RECEIPTS, IF ANY, THAT MAY BE USED TO PAY FOR THE COST OF ALL OR ANY PART OF A REDEVELOPMENT PROJECT; (ii) THE DURATION OF TIME IN WHICH SUCH TAXES MAY BE USED FOR SUCH PURPOSES; (iii) IF THE GOVERNING BODY SHALL ISSUE BONDS FOR SUCH REDEVELOPMENT PROJECT; AND (iv) SUCH OTHER RESTRICTIONS, RULES AND REGULATIONS AS IN THE SOLE DISCRETION OF THE GOVERNING BODY OF THE COUNTY SHALL BE NECESSARY IN ORDER TO PROMOTE AND PROTECT THE PUBLIC INTEREST.

Through the adoption of the *Tax Increment Financing Plan, Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi 2013*, the Governing Body of the County acknowledges the above and shall adopt the necessary resolutions when deemed necessary and appropriate.

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ARTICLE XII. PLAN OF FINANCING

Section 11.01 Pledge of Increases in Taxes. The TIF Plan provides for the City, acting on behalf of itself and the County, to issue the TIF Revenue Bonds or Notes in one or more series, which will be secured by the City with the pledge of up to one-hundred percent (100%) of the incremental increases in real and personal property ad valorem taxes, generated by the Project lying in the one (1) acre tract of land, which comprises the TIF District established by this TIF Plan. Within the one (1) acre TIF District, the County will pledge up to one hundred percent (100%) of the incremental increase in real and personal property ad valorem taxes generated by the development. If deemed necessary and appropriate, the City and County may require additional security from the Developer of the Project.

Section 11.02 Funding Through Issuance of TIF Debt Obligations. Such decision on the most advantageous method for the City and County to incur the debt will be made pursuant to further proceedings of the County and the City.

Section 11.03 Amount, Timing, and other Terms of TIF Debt Obligations. The Project may be funded in whole or in part through the following source: Tax Increment Financing Revenue Bonds issued in one or more series in an amount not to exceed ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) by the City issued pursuant to the TIF Plan, Section 21-45-1, *et seq.*, Mississippi Code of 1972, as amended (the "TIF Act").

The amount of bonds, the timing of the issuance and the percentage of debt service to be repaid by the City and the County shall be determined pursuant to further proceedings of the City and the County.

Exhibit I

Legal Descriptions of Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi, 2013 and Survey Map of the Geographic Location of the Project

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Exhibit II

The Hattiesburg Clinic Professional Association "Project Summary" *Hattiesburg Mississippi 2013*

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The City Clerk reported that pursuant to a resolution of the City Council (the "**Governing Body**") of the City of Hattiesburg (the "**City**") calling for a public hearing to be held at City Hall, 200 Forrest Street, Hattiesburg, MS at 4:00 P.M. on, September 3, 2013, with respect to a Tax Increment Financing Plan, "Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi, 2013" (the "**TIF Plan**"), he did cause a notice of the public hearing to be published in the *Hattiesburg American*, a newspaper having a general circulation in the City on, August 23rd, 2013, as evidenced by the proof of publication on file in the office of the Clerk. The Council President then called the meeting to order, and the public hearing was duly convened. At that time, all present were given an opportunity to present oral and/or written comments on the TIF Plan. On September 3rd, 2013, Council member Carroll offered and moved the adoption of the following resolution:

A RESOLUTION APPROVING THE ADOPTION AND IMPLEMENTATION OF THE "TAX INCREMENT FINANCING PLAN, "HATTIESBURG CLINIC MIDTOWN DISTRICT PROJECT, HATTIESBURG, MISSISSIPPI, 2013".

WHEREAS, under the power and authority granted by the laws of the State of Mississippi and particularly under Chapter 45 of Title 21, Mississippi Code of 1972, as amended, the Governing Body, on August 20th, 2013, did adopt a certain resolution entitled:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES AND COUNTIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT "HATTIESBURG CLINIC MIDTOWN DISTRICT" PROJECT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE, THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN, AND FOR RELATED PURPOSES.

WHEREAS, as directed by the aforesaid resolution and as required by law, a Notice of Public Hearing was published one (1) time in the *Hattiesburg American*, a newspaper having a general circulation within the City, and was so published in said newspaper on August 23rd, 2013, as evidenced by the publisher's proof of publication of the same heretofore presented to the Governing Body and filed with the Clerk;

WHEREAS, the Notice of Public Hearing generally described the TIF Plan and further called for a public hearing to be held in the Hattiesburg City Hall, 200 Forrest Street, Hattiesburg, Mississippi, at 4:00 P.M. on September 3rd, 2013, in order for the general public to state or present their views on the TIF Plan;

WHEREAS, at 4:00 P.M. on September 3rd, 2013, the public hearing was held, and all in attendance were given an opportunity to state or present their oral and/or written comments on the TIF Plan; and

WHEREAS, the City reasonably expects that the Hattiesburg Clinic P.A. (the "**Developer**") will incur expenditures for the infrastructure improvements prior to the issuance of the Bonds, and that the City should declare its official intent to reimburse such expenditures with the proceeds of the Bonds upon the issuance thereof.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City, as follows:

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

SECTION TWO: That the Governing Body of the City is now fully authorized and empowered under the provisions of Chapter 45 of Title 21, Mississippi Code of 1972, as amended, to adopt and implement the TIF Plan, and does hereby adopt and approve such TIF Plan as presented in order to assist in the construction and development of the proposed Project and whereby, the City, acting on behalf of itself and Forrest County, Mississippi (the "**County**") will issue Tax Increment Financing Revenue Bonds or Notes (the "**Bonds**") in one or more series, for the Project in an amount not to exceed One Million, Five Hundred Thousand Dollars (\$1,500,000) secured solely by a pledge by the City of up to one hundred percent (100%) of the increased real and personal property ad valorem taxes of the City that are generated in the TIF District for up to 15 years, as well as a pledge by the County of up to one hundred percent (100%) of the increased real and personal property ad valorem taxes of the County that are generated in the TIF District for up to 15 years, as set forth in an inter-local agreement between the City and the County, which funds will be used to acquire real property, various public infrastructure and other improvements to serve the Project as described in detail in the TIF Plan; engineering; TIF Plan preparation fees; other incidental costs; and related professional fees.

SECTION THREE: Pursuant to Section 1.150-2 of the Treasury Regulations (the "**Reimbursement Regulations**"), the Governing Body hereby confirms prior declarations and declares anew its official intent to reimburse expenditures made for the Project prior to the issuance of the Bonds with proceeds of the Bonds to the extent permitted by the Reimbursement Regulations.

SECTION FOUR: That the Bonds of the City and County shall be issued pursuant to further proceedings of the Governing Bodies of the City and County.

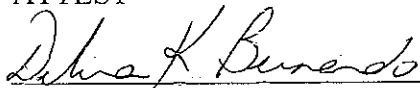
Council member Delgado seconded the motion to adopt the foregoing Resolution and after the same had been read and considered section by section and put to a roll call vote, the result was as follows:

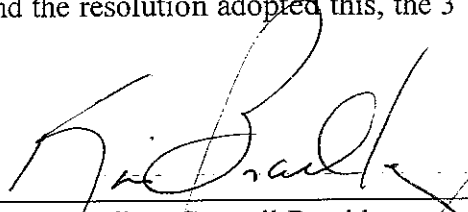
YEAS: Bradley
Delgado
Carroll
Dryden

NAYS: None **ABSENT:** Naylor

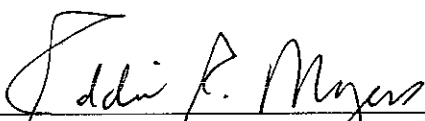
The motion having received the affirmative vote of a majority of the members present, the Council President declared the motion carried and the resolution adopted this, the 3rd day of September, 2013.

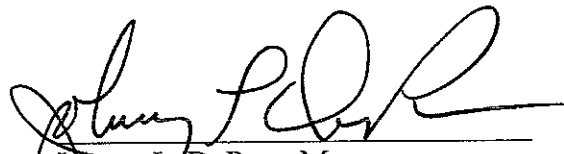
ATTEST


Debbie Bernardo, Clerk of Council


Kim Bradley, Council President

The above and foregoing Resolution having been submitted and approved by the Mayor, this the 3rd day of September, 2013.


Eddie R. Myers, City Clerk


Johnny L. DuPree, Mayor

(SEAL)



City of Hattiesburg, MS

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

Master

File Number: 2013-0546

File ID: 2013-0546

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 08/27/2013

Brief Title: September 3, 2013 Budget Amendments

Final Action: 09/03/2013

Minute Book Number: MB2013-263-264

Title: Adopt the September 3, 2013 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2013 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Notes:

Sponsors:

Enactment Date:

Attachments: Sept 3, 2013 Budget Amendments, executed Sept 3, 2013 Budget Amendments RES#2013-83

Enactment Number:

Contact: Connie Everett

Meeting Date: 09/03/2013

Drafter: Connie Everett

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/03/2013	Adopt				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Dryden to Adopt the September 3, 2013 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2013 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.							
Ms. Everett provided an overview of the amendments. She said most adjustments deal with fluctuating fuel costs, but that they also include funding for the special election. Ms. Everett noted that the City's contribution to PERS increased from 14.26 percent to 15.75 percent as of July 1, 2013, and that there are some adjustments for that.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Delgado, Carroll and Dryden							
Nays: 0							
Absent: 1 - Naylor							

Yea: 3 Council Member Delgado
Council Member Carroll
Council Member Dryden
TEL-No Vote: 0

Text of Legislative File 2013-0546

Title

Adopt the September 3, 2013 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2013 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Publish once in Hattiesburg American

MEMORANDUM

TO: Mayor DuPree; Members of City Council
FROM: Connie Everett, CFO
DATE: September 3, 2013
SUBJECT: Proposed Budget Amendments

This final set of amendments for Fiscal Year 2013 is adjusting selected areas which will exceed the budgeted allotments. Most adjustments are for fuel costs. Some of the smaller departments needed an adjustment for the state retirement employer cost, since the rate increased on July 1 to 15.75%. Below is an itemized list of proposed amendments for the General Fund, shown as an adjustment to budgeted ending cash:

Budgeted Ending Cash		\$1,465,967
Revenue Adjustments:		
Police special duty fees	<u>24,680</u>	24,680
Expenditure Adjustments:		
Council – increase telephone budget	-1,200	
Mayor/Admin – vacation payouts and retirement	-19,086	
Elections – estimated cost of special election	-29,400	
City Attorney – retirement increase	-200	
Loss Control – retirement increase	-274	
Information Systems – retirement increase	-700	
Police – fuel costs	-26,000	
Fire – overtime, retirement, fuel costs	-87,200	
Contractual Services – police special duty	-24,680	
Streets – fuel costs	-47,000	
Drainage – overtime and retirement	-4,700	
Construction – fuel costs	-25,500	
Sanitation – tipping fees – debris cleanup	-130,000	
Street Cleaning – retirement increase	-700	
Health – fuel costs	-7,000	
Debt Service – reduce debt service budget	118,100	
Cemetery – fuel costs	<u>-6,700</u>	<u>292,240</u>
Amended Budgeted Ending Cash		\$1,198,407

Memorandum
Page 2
September 3, 2013

Parks & Recreation Fund:	
Increase for fuel costs	\$ 30,000
Water & Sewer O & M Fund:	
Chemicals, fuel costs	\$ 73,500
Mass Transit Fund:	
Increase for fuel costs	\$ 26,388

If you should need further explanation of the above information, please give me a call.

RESOLUTION

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi, have determined that expenditures within the City will exceed the original budget appropriation; and

WHEREAS, the additional appropriation needed is in excess of ten percent (10%) of the original appropriation, and in accordance with Section 21-35-25 of the Mississippi Code of 1972, as amended, shall be published;

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

Section 1. That the following budget amendments are hereby authorized to be made in the City's General Fund General Government Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$194,638	\$20,421	\$215,059	Increase budget for fuel purchases

Section 2. That the following budget amendments are hereby authorized to be made in the City's General Fund Code Enforcement Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$31,397	\$3,672	\$35,069	Increase budget for fuel purchases

Section 3. That the following budget amendments are hereby authorized to be made in the City's General Fund Contractual Services Personal Services Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$162,940	\$49,010	\$211,950	Increase budget for special duty assignments

Section 4. That the following budget amendments are hereby authorized to be made in the City's General Fund Public Services Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$1,412,283	\$238,780	\$1,651,063	Increase budget for fuel costs, motor vehicle parts

Section 5. That the following budget amendments are hereby authorized to be made in
the City's General Fund Public Services Other Services & Charges Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$3,229,737	\$1,345,250	\$4,574,987	Increase budget for tipping fees for tornado debris; increase budget for recycling costs

Section 6. That the following budget amendments are hereby authorized to be made in
the City's General Fund Cemetery Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$89,350	\$20,763	\$110,113	Increase budget for fuel purchases, motor vehicle and agricultural repair parts

Section 7. That the following budget amendments are hereby authorized to be made in
the City's Water & Sewer Operation & Maintenance Fund Capital Outlay Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$122,500	\$337,340	\$459,840	Adjust budget for equipment and software purchases

Section 8. That the following budget amendments are hereby authorized to be made in
the City's Mass Transit Fund Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$224,300	\$37,000	\$261,300	Increase budget for fuel purchases

Section 9 . That public interest and necessity requiring same, this resolution shall become
effective immediately from and after passage, but nevertheless to be published according to law.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 3rd day of September, 2013.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of September, 2013.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	November Amend'ts	Amended Budgets	Jan-May Amend'ts	Amended Budgets	June Amend'ts	Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
<u>Revenues & Beg. Cash Balance:</u>									
Taxes -Other	\$28,000		\$28,000		\$28,000	\$3,000	\$31,000		\$31,000
Licenses & Permits	4,440,000		4,440,000		\$4,440,000	5,000	\$4,445,000		\$4,445,000
Intergovernmental Revenues:							\$0		\$0
Federal	718,771	42,419	761,190	1,060,633	\$1,821,823	300,000	\$2,121,823		\$2,121,823
State	278,420	-3,295	275,125	171,475	\$446,600		\$446,600		\$446,600
State-Shared	20,456,000	125,754	20,581,754		\$20,581,754	300,000	\$20,881,754		\$20,881,754
County/City Shared	66,000		66,000		\$66,000		\$66,000		\$66,000
Charges for Services:					\$0		\$0		\$0
Public Safety	190,000		190,000		\$190,000	5,000	\$195,000	24,680	\$219,680
Streets	20,100		20,100		\$20,100		\$20,100		\$20,100
Sanitation	2,220,000		2,220,000		\$2,220,000		\$2,220,000		\$2,220,000
Misc.	0		0		\$0		\$0		\$0
Fines & Forf.	1,602,000		1,602,000		\$1,602,000		\$1,602,000		\$1,602,000
Misc. Revenues	200,350	5,000	205,350		\$205,350		\$205,350		\$205,350
Transfers-In	794,475		794,475		\$794,475	20,000	\$814,475		\$814,475
Non-Revenue Receipts	1,021,400	567,112	1,588,512		\$1,588,512	361,000	\$1,949,512		\$1,949,512
TOTAL REVENUES EXCLUSIVE OF PROPERTY TAXES	\$32,035,516	\$736,990	\$32,772,506	\$1,232,108	\$34,004,614	\$994,000	\$34,998,614	\$24,680	\$35,023,294
Beg. Fund Balance	4,600,000	231,301	4,831,301		\$4,831,301		4,831,301		4,831,301
Property Tax Levy	12,285,000	0	12,285,000		\$12,285,000	\$70,000	12,355,000		12,355,000
TOTAL AVAIL. REVENUES	\$48,920,516	\$968,291	\$49,888,807	\$1,232,108	\$51,120,915	\$1,064,000	\$52,184,915	\$24,680	\$52,209,595

THE GENERAL FUND EXPENDITURE BUDGETS:

City Council									
Personnel	\$201,850		\$201,850		\$201,850	-\$68	201,782		201,782
Supplies & Expenses	3,400		3,400		\$3,400		3,400		3,400
Other Services & Charges	122,465		122,465		\$122,465	-\$8,000	114,465	1,200	115,665
Capital Outlays	74,000	4,350	78,350	100	\$78,450		78,450		78,450
Total - City Council	\$401,715	\$4,350	\$406,065	\$100	\$406,165	-\$8,068	\$398,097	1,200	\$399,297
City Court									
Personnel	\$957,552		\$957,552		\$957,552	\$282	957,834		957,834
Supplies & Expenses	13,515		13,515	4,417	\$17,932		17,932		17,932
Other Services & Charges	141,418	2,801	144,219	14,000	\$158,219		158,219		158,219
Capital Outlays	0		0		\$0		0		0
Total - City Court	\$1,112,485	\$2,801	\$1,115,286	\$18,417	\$1,133,703	\$282	\$1,133,985	0	\$1,133,985
Mayor/Admin.									
Personnel	\$533,566		\$533,566		\$533,566	\$887	534,453	19,086	553,539
Supplies & Expenses	12,900		12,900		\$12,900		12,900		12,900
Other Services & Charges	103,702		103,702		\$103,702	\$500	104,202		104,202
Capital Outlays	0		0		\$0		0		0
Total - Mayor/Admin.	\$650,168	\$0	\$650,168	\$0	\$650,168	\$1,387	\$651,555	19,086	\$670,641
Elections									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	2,000		2,000	500	\$2,500	\$500	3,000	1,500	4,500
Other Services & Charges	56,000		56,000	12,000	\$68,000	-\$500	67,500	27,900	95,400
Capital Outlays	0		0		\$0		0		0
Total - Elections	\$58,000	\$0	\$58,000	\$12,500	\$70,500	\$0	\$70,500	29,400	\$99,900
Muni. Clerk									
Personnel	\$155,351		\$155,351		\$155,351	-\$41	\$155,310		\$155,310
Supplies & Expenses	3,800		3,800		\$3,800		3,800		3,800
Other Services & Charges	34,695		34,695		\$34,695		34,695		34,695
Capital Outlays	0		0		\$0		0		0
Total - Muni Clerk	\$193,846	\$0	\$193,846	\$0	\$193,846	-\$41	\$193,805	0	\$193,805
Accounting									
Personnel	\$271,881		\$271,881		\$271,881	-\$22	\$271,859		\$271,859
Supplies & Expenses	6,855		6,855		\$6,855		6,855		6,855
Other Services & Charges	2,075		2,075		\$2,075		2,075		2,075
Capital Outlays	0		0		\$0		0		0
Total - Accounting	\$280,811	\$0	\$280,811	\$0	\$280,811	-\$22	\$280,789	0	\$280,789
Purchasing									
Personnel	\$134,382		\$134,382		\$134,382	-\$162	\$134,220		\$134,220
Supplies & Expenses	6,628		6,628		\$6,628		6,628		6,628
Other Services & Charges	900		900		\$900		900		900
Capital Outlays	0		0		\$0		0		0
Total - Purchasing	\$141,910	\$0	\$141,910	\$0	\$141,910	-\$162	\$141,748	0	\$141,748
City Attorney									
Personnel	\$93,242		\$93,242		\$93,242	-\$8	\$93,234	200	\$93,434
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	18,500		18,500		\$18,500		18,500		18,500
Capital Outlays	0		0		\$0		0		0
Total - City Attorney	\$111,742	\$0	\$111,742	\$0	\$111,742	-\$8	\$111,734	200	\$111,934
Human Resources									
Personnel	\$196,129		\$196,129		\$196,129	-\$57	\$196,072		\$196,072
Supplies & Expenses	8,920		8,920	2,000	\$10,920		10,920		10,920
Other Services & Charges	4,640	3,200	7,840	3,000	\$10,840		10,840		10,840
Capital Outlays	0		0		\$0		0		0

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	November Amend'ts	Amended Budgets	Jan-May Amend'ts	Amended Budgets	June Amend'ts	Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
Total - Human Resources	\$209,689	\$3,200	\$212,889	\$5,000	\$217,889	-\$57	\$217,832	0	\$217,832
Loss Control									
Personnel	\$104,729		\$104,729		\$104,729	\$556	\$105,285	274	\$105,559
Supplies & Expenses	5,505	217	5,722		\$5,722		5,722		5,722
Other Services & Charges	4,845		4,845		\$4,845		4,845		4,845
Capital Outlays			0		\$0		0		0
Total - Loss Control	\$115,079	\$217	\$115,296	\$0	\$115,296	\$556	\$115,852	274	\$116,126
Urban Development									
Personnel	\$459,116		\$459,116		\$459,116	\$621	\$459,737		\$459,737
Supplies & Expenses	26,960	1,514	28,474		\$28,474		28,474		28,474
Other Services & Charges	180,841	2,362	183,203	3,780	\$186,983	\$3,350	190,333		190,333
Capital Outlays	0		0		\$0		0		0
Total - Urban Dev.	\$666,917	\$3,876	\$670,793	\$3,780	\$674,573	\$3,971	\$678,544	0	\$678,544
Information Systems									
Personnel	\$384,354		\$384,354		\$384,354	-\$20	\$384,334	700	\$385,034
Supplies & Expenses	46,950		46,950		\$46,950	\$5,000	51,950	200	52,150
Other Services & Charges	272,150		272,150		\$272,150		272,150	-200	271,950
Capital Outlays	245,000	435,904	680,904		\$680,904		680,904		680,904
Total - Inf. Systems	\$948,454	\$435,904	\$1,384,358	\$0	\$1,384,358	\$4,980	\$1,389,338	700	\$1,390,038
Gen. Gov't Building									
Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses	27,035		27,035		\$27,035		27,035		27,035
Other Services & Charges	124,833	1,400	126,233		\$126,233		126,233		126,233
Capital Outlays			0		\$0		0		0
Total - Gen. Gov't Building	\$151,868	\$1,400	\$153,268	\$0	\$153,268	\$0	\$153,268	0	\$153,268
Intermodal Facility (Depot) O & M:									
Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses	13,500		13,500		\$13,500		13,500		13,500
Other Services & Charges	124,340		124,340		\$124,340		124,340		124,340
Capital Outlays			0		\$0		0		0
Total - Depot O & M	\$137,840	\$0	\$137,840	\$0	\$137,840	\$0	\$137,840	0	\$137,840
Metro Planning									
Personnel	\$209,411		\$209,411		\$209,411	-\$15	\$209,396		\$209,396
Supplies & Expenses	6,300		6,300	9,493	\$15,793		15,793		15,793
Other Services & Charges	6,600		6,600	93,450	\$100,050		100,050		100,050
Capital Outlays	500		500		\$500		500		500
Total - Metro Planning	\$222,811	\$0	\$222,811	\$102,943	\$325,754	-\$15	\$325,739	0	\$325,739
Gen. Gov't Insurance/Other serv.									
Personnel	\$3,171		\$3,171		\$3,171		\$3,171		\$3,171
Supplies & Expenses	1,200		1,200		\$1,200		1,200		1,200
Other Services & Charges	1,734,168		1,734,168		\$1,734,168	\$20,000	1,754,168		1,754,168
Capital Outlays			0		\$0		0		0
Total - Gen. Gov't Insur/other Serv.	\$1,738,539	\$0	\$1,738,539	\$0	\$1,738,539	\$20,000	\$1,758,539	0	\$1,758,539
Federal Programs Administration									
Personnel	\$132,184		132,184		\$132,184	\$2,162	134,346		134,346
Supplies	9,170		9,170	-\$4,920	\$4,250		4,250		4,250
Other Services & Charges	6,400		6,400	-\$4,000	\$2,400		2,400		2,400
Capital Outlay	0		0		\$0		0		0
Total - Federal Programs Admin.	\$147,754	\$0	\$147,754	-\$8,920	\$138,834	\$2,162	\$140,996	\$0	\$140,996
Recap - General Government Cost Centers									
Personnel	\$3,836,918	\$0	\$3,836,918	\$0	\$3,836,918	\$4,115	\$3,841,033	\$20,260	\$3,861,293
Supplies & Expenses	\$194,638	\$1,731	\$196,369	\$11,490	\$207,859	\$5,500	\$213,359	\$1,700	\$215,059
Other Services & Charges	\$2,938,572	\$9,763	\$2,948,335	\$122,230	\$3,070,565	\$15,350	\$3,085,915	\$28,900	\$3,114,815
Capital Outlays	\$319,500	\$440,254	\$759,754	\$100	\$759,854	\$0	\$759,854	\$0	\$759,854
Total - Gen. Government	\$7,289,628	\$451,748	\$7,741,376	\$133,820	\$7,875,196	\$24,965	\$7,900,161	\$50,860	\$7,951,021
Police									
Personnel	\$9,150,415		\$9,150,415		\$9,150,415	\$16,880	\$9,167,295		\$9,167,295
Supplies & Expenses	746,641		746,641	380	\$747,021	\$4,000	751,021	64,000	815,021
Other Services & Charges	484,291	5,000	489,291	13,534	\$502,825	\$5,000	507,825	10,000	517,825
Capital Outlays	564,440	52,051	616,491	-180	\$616,311	\$341,000	957,311	-48,000	909,311
Total - Police	\$10,945,787	\$57,051	\$11,002,838	\$13,734	\$11,016,572	\$366,880	\$11,383,452	26,000	\$11,409,452
Police & Fire Training									
Personnel	\$33,433		\$33,433		\$33,433	-\$38	\$33,395		\$33,395
Supplies & Expenses	146,368	33,290	179,658	-280	\$179,378		179,378		179,378
Other Services & Charges	122,764	10,523	133,287		\$133,287		133,287		133,287
Capital Outlays	0	74,694	74,694		\$74,694		74,694		74,694
Total - Police & Fire Training	\$302,565	\$118,507	\$421,072	-\$280	\$420,792	-\$38	\$420,754	0	\$420,754
Fire									
Personnel	\$6,606,588		\$6,606,588		\$6,606,588	\$34,120	\$6,640,708	70,000	\$6,710,708
Supplies & Expenses	368,855	-19,000	349,855		\$349,855		349,855	24,000	373,855
Other Services & Charges	317,095	-2,400	314,695		\$314,695		314,695	-6,800	307,895
Capital Outlays	0	23,000	23,000		\$23,000		23,000		23,000
Total - Fire Dept.	\$7,292,538	\$1,600	\$7,294,138	\$0	\$7,294,138	\$34,120	\$7,328,258	87,200	\$7,415,458

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	November Amend'ts	Amended Budgets	Jan-May Amend'ts	Amended Budgets	June Amend'ts	Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
Code Enforcement									
Personnel	\$542,694		\$542,694		\$542,694	\$8,410	\$551,104		\$551,104
Supplies & Expenses	31,397	672	32,069		\$32,069	\$1,000	33,069	2,000	35,069
Other Services & Charges	55,572	2,150	57,722		\$57,722		57,722		57,722
Capital Outlays	42,000		42,000		\$42,000		42,000	-2,000	40,000
Total - Code Enforcement	\$671,663	\$2,822	\$674,485	\$0	\$674,485	\$9,410	\$683,895	0	\$683,895
Contractual Services - Public Safety									
Personnel	\$162,940		\$162,940	\$24,330	\$187,270		\$187,270	24,680	\$211,950
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	1,512,445		1,512,445	390,934	\$1,903,379	\$350,000	2,253,379		2,253,379
Capital Outlays			0		\$0		0		0
Total - Cont. Serv. - Public Safety	\$1,675,385	\$0	\$1,675,385	\$415,264	\$2,090,649	\$350,000	\$2,440,649	24,680	\$2,465,329
Public Services Cost Centers:									
Traffic Maint.									
Personnel	\$360,960		\$360,960		\$360,960	-\$385	\$360,575		\$360,575
Supplies & Expenses	137,544		137,544	84,950	\$222,494		222,494		222,494
Other Services & Charges	44,492		44,492	144,600	\$189,092		189,092		189,092
Capital Outlays	37,550	85,173	122,723		\$122,723		122,723		122,723
Total - Traffic Maint.	\$580,546	\$85,173	\$665,719	\$229,550	\$895,269	-\$385	\$894,884	0	\$894,884
Streets									
Personnel	\$1,689,175		\$1,689,175		\$1,689,175	\$16,295	\$1,705,470		\$1,705,470
Supplies & Expenses	466,250	11,536	477,786		\$477,786		477,786	47,000	524,786
Other Services & Charges	233,956	2,816	236,772		\$236,772		236,772		236,772
Capital Outlays	0	10,438	10,438		\$10,438		10,438		10,438
Total - Streets	\$2,389,381	\$24,790	\$2,414,171	\$0	\$2,414,171	\$16,295	\$2,430,466	47,000	\$2,477,466
Street Lights									
Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0
Other Services & Charges	1,100,000		1,100,000		\$1,100,000		1,100,000		1,100,000
Capital Outlays			0		\$0		0		0
Total - Street Lights	\$1,100,000	\$0	\$1,100,000	\$0	\$1,100,000	\$0	\$1,100,000	0	\$1,100,000
Engineering									
Personnel	\$339,580		\$339,580		\$339,580	-\$5,151	\$334,429		\$334,429
Supplies & Expenses	19,200		19,200		\$19,200	\$2,000	21,200		21,200
Other Services & Charges	262,753	8,947	271,700	138,600	\$410,300	\$150,000	560,300		560,300
Capital Outlays	0		0		\$0		0		0
Total - Engineering	\$621,533	\$8,947	\$630,480	\$138,600	\$769,080	\$146,849	\$915,929	0	\$915,929
Shop									
Personnel	\$462,974		\$462,974	\$1,000	\$463,974	\$1,368	\$465,342		\$465,342
Supplies & Expenses	47,675		47,675		\$47,675	\$3,000	50,675		50,675
Other Services & Charges	47,351		47,351		\$47,351	\$1,000	48,351		48,351
Capital Outlays	8,000		8,000		\$8,000		8,000		8,000
Total - Shop	\$566,000	\$0	\$566,000	\$1,000	\$567,000	\$5,368	\$572,368	0	\$572,368
GOFS									
Personnel	\$314,650		\$314,650		\$314,650	\$15	\$314,665		\$314,665
Supplies & Expenses	16,600	285	16,885		\$16,885		16,885		16,885
Other Services & Charges	24,535		24,535		\$24,535		24,535		24,535
Capital Outlays	5,945		5,945		\$5,945		5,945		5,945
Total - GOFS	\$361,730	\$285	\$362,015	\$0	\$362,015	\$15	\$362,030	0	\$362,030
Drainage									
Personnel	\$170,878		\$170,878		\$170,878	\$1,710	\$172,588	4,700	\$177,288
Supplies & Expenses	74,330	3,396	77,726		\$77,726		77,726		77,726
Other Services & Charges	436,000		436,000		\$436,000		436,000		436,000
Capital Outlays	934,850		934,850		\$934,850		934,850		934,850
Total - Drainage	\$1,616,058	\$3,396	\$1,619,454	\$0	\$1,619,454	\$1,710	\$1,621,164	4,700	\$1,625,864
Construction									
Personnel	\$646,819		\$646,819		\$646,819	\$7,639	\$654,458		\$654,458
Supplies & Expenses	140,634		140,634	60,850	\$201,484	-\$15,897	185,587	25,500	211,087
Other Services & Charges	106,035	10,207	116,242	5,330	\$121,572	\$18,000	139,572		139,572
Capital Outlays	44,500		44,500	18,000	\$62,500		62,500		62,500
Total - Construction	\$937,988	\$10,207	\$948,195	\$84,180	\$1,032,375	\$9,742	\$1,042,117	25,500	\$1,067,617
Sanitation									
Personnel	\$1,278,299		\$1,278,299		\$1,278,299	-\$45,811	\$1,232,488		\$1,232,488
Supplies & Expenses	341,350	6,704	348,054		\$348,054		348,054		348,054
Other Services & Charges	954,865		954,865	665,750	\$1,620,615	\$70,000	1,690,615	130,000	1,820,615
Capital Outlays	0		0		\$0		0		0
Total - Sanitation	\$2,574,514	\$6,704	\$2,581,218	\$665,750	\$3,246,968	\$24,189	\$3,271,157	130,000	\$3,401,157
Street Cleaning									
Personnel	\$63,720		\$63,720		\$63,720	\$3,287	\$67,007	850	\$67,857
Supplies & Expenses	24,800		24,800		\$24,800		24,800	-150	24,650
Other Services & Charges	11,100		11,100		\$11,100		11,100		11,100
Capital Outlays	0	204,793	204,793		\$204,793		204,793		204,793
Total - Street Cleaning	\$99,620	\$204,793	\$304,413	\$0	\$304,413	\$3,287	\$307,700	700	\$308,400

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	November Amend'ts	Amended Budgets	Jan-May Amend'ts	Amended Budgets	June Amend'ts	Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
Health									
Personnel	\$405,904		\$405,904		\$405,904	\$2,810	\$408,714		\$408,714
Supplies & Expenses	143,900	1,106	145,006		\$145,006	\$1,500	146,506	7,000	153,506
Other Services & Charges	8,650		8,650		\$8,650		8,650		8,650
Capital Outlays	0		0		\$0		0		0
Total - Health	\$558,454	\$1,106	\$559,560	\$0	\$559,560	\$4,310	\$563,870	7,000	\$570,870
Recap - Public Services:									
Personnel	\$5,732,959	\$0	\$5,732,959	\$1,000	\$5,733,959	-\$18,223	\$5,715,736	5,550	\$5,721,286
Supplies & Expenses	\$1,412,283	23,027	1,435,310	145,800	\$1,581,110	-9,397	1,571,713	79,350	1,651,063
Other Services & Charges	\$3,229,737	21,970	3,251,707	954,280	\$4,205,987	239,000	4,444,987	130,000	4,574,987
Capital Outlays	\$1,030,845	300,404	1,331,249	18,000	\$1,349,249	0	1,349,249	0	1,349,249
Total - Public Services	\$11,405,824	\$345,401	\$11,751,225	\$1,119,080	\$12,870,305	\$211,380	\$13,081,685	214,900	\$13,296,585
Animal Control									
Personnel	\$126,599		\$126,599		\$126,599	\$210	\$126,809		\$126,809
Supplies & Expenses	23,950		23,950		\$23,950		23,950		23,950
Other Services & Charges	123,073		123,073		\$123,073		123,073		123,073
Capital Outlays	0		0		\$0		0		0
Total - Animal Control	\$273,622	\$0	\$273,622	\$0	\$273,622	\$210	\$273,832	0	\$273,832
Human/Social Assist.									
Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0
Other Services & Charges	159,500		159,500		\$159,500		159,500		159,500
Capital Outlays			0		\$0		0		0
Total - Human/Social Assist.	\$159,500	\$0	\$159,500	\$0	\$159,500		\$159,500	0	\$159,500
Economic Dev.									
Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0
Other Services & Charges	160,000		160,000		\$160,000		160,000		160,000
Capital Outlays			0		\$0		0		0
Total - Economic Dev.	\$160,000	\$0	\$160,000	\$0	\$160,000		\$160,000	0	\$160,000
Debt Service									
Principal	\$1,741,550	\$162,000	\$1,903,550		\$1,903,550		\$1,903,550	-111,000	\$1,792,550
Interest	191,175	\$11,600	\$202,775		\$202,775		\$202,775	-7,100	\$195,675
Total Debt Service	\$1,932,725	\$173,600	\$2,106,325	\$0	\$2,106,325	\$0	\$2,106,325	-118,100	\$1,988,225
Airport									
Personnel	\$96,630		\$96,630	\$2,915	\$99,545	\$968	\$100,513		\$100,513
Supplies & Expenses	56,198		56,198		\$56,198		56,198		56,198
Other Services & Charges	72,975		72,975		\$72,975		72,975	-11,000	61,975
Capital Outlays	0		0		\$0		0	11,000	11,000
Total - Airport	\$225,803	\$0	\$225,803	\$2,915	\$228,718	\$968	\$229,686	0	\$229,686
Cemetery									
Personnel	\$613,452		\$613,452	\$1,000	\$614,452	\$26,321	\$640,773		\$640,773
Supplies & Expenses	89,350		89,350	1,263	\$90,613	\$12,800	103,413	6,700	110,113
Other Services & Charges	53,350		53,350		\$53,350		53,350		53,350
Capital Outlays	79,500		79,500		\$79,500		79,500		79,500
Total - Cemetery	\$835,652	\$0	\$835,652	\$2,263	\$837,915	\$39,121	\$877,036	6,700	\$883,736
Parking Garages									
Personnel	\$191,979		\$191,979		\$191,979	\$1,713	\$193,692		\$193,692
Supplies & Expenses	7,250		7,250		\$7,250		7,250		7,250
Other Services & Charges	82,402	3,137	85,539		\$85,539		85,539		85,539
Capital Outlays	10,000		10,000	70,000	\$80,000		80,000		80,000
Total - Parking Garages	\$291,631	\$3,137	\$294,768	\$70,000	\$364,768	\$1,713	\$366,481	0	\$366,481
Transfers to Other Funds	\$3,187,234	20,000	\$3,207,234	100,000	\$3,307,234		\$3,307,234		\$3,307,234
EXPENDITURES & TRANSFERS	\$46,649,557	\$1,173,866	\$47,823,423	\$1,856,796	\$49,680,219	\$1,038,729	\$50,718,948	292,240	\$51,011,188
Recap - General Fund									
Personnel	\$27,094,607	\$0	\$27,094,607	\$29,245	\$27,123,852	\$74,476	\$27,198,328	120,490	\$27,318,818
Supplies & Expenses	3,076,930	39,720	3,116,650	158,653	3,275,303	13,903	3,289,206	177,750	3,466,956
Other Services & Charges	9,311,776	50,143	9,361,919	1,480,978	10,842,897	609,350	11,452,247	151,100	11,603,347
Capital Outlays	2,046,285	890,403	2,936,688	87,920	3,024,608	341,000	3,365,608	-39,000	3,326,608
Principal Payments	1,741,550	162,000	1,903,550	0	1,903,550	0	1,903,550	-111,000	1,792,550
Interest Payments	191,175	11,600	202,775	0	202,775	0	202,775	-7,100	195,675
Total - Gen. Fund Cost Centers	\$43,462,323	\$1,153,866	\$44,616,189	\$1,756,796	\$46,372,985	\$1,038,729	\$47,411,714	292,240	\$47,703,954
Transfers to Other Funds	3,187,234	20,000	3,207,234	100,000	3,307,234		3,307,234	0	3,307,234
Total - Expenditures & Transfers	\$46,649,557	\$1,173,866	\$47,823,423	\$1,856,796	\$49,680,219	\$1,038,729	\$50,718,948	\$292,240	\$51,011,188
Ending Cash Budget	\$2,270,959	-\$205,575	\$2,065,384	-\$624,688	\$1,440,696	\$25,271	\$1,465,967	-\$267,560	\$1,198,407

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	Nov. Amend'ts	Amended Budgets	Jan-May Amend'ts	Amended Budgets	June Amend'ts	Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
Parks & Recreation (Fund #2):									
Recreation Maint. Cost Center									
Personnel	\$1,082,984		\$1,082,984		\$1,082,984	\$4,060	\$1,087,044		\$1,087,044
Supplies & Expenses	357,446		357,446		\$357,446	5,404	362,850	30,000	392,850
Other Services & Charges	189,170	2,089	191,259	20,000	\$211,259	1,500	212,759		212,759
Capital Outlays	489,000	35,890	524,890	209,528	\$734,418	188,254	922,672		922,672
Total - Recreation Maint.	\$2,118,600	\$37,979	\$2,156,579	\$229,528	\$2,386,107	199,218	\$2,585,325	30,000	\$2,615,325
Recreation Admin.									
Personnel	\$469,918		\$469,918	\$28,518	\$498,436	-5,560	\$492,876		\$492,876
Supplies & Expenses	98,680	1,810	100,490	4,200	\$104,690		104,690		104,690
Other Services & Charges	456,884		456,884		\$456,884		456,884		456,884
Capital Outlays	0		0		\$0		0		0
Total - Recreation Admin.	\$1,025,482	\$1,810	\$1,027,292	\$32,718	\$1,060,010	-5,560	\$1,054,450	0	\$1,054,450
Kamper Park Zoo									
Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0
Other Services & Charges			0		\$0		0		0
Capital Outlays			0		\$0		0		0
Total - Kamper Park	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0
Recap - Parks & Recreation Fund:									
Personnel	\$1,552,902	\$0	\$1,552,902	\$28,518	\$1,581,420	-\$1,500	\$1,579,920	0	\$1,579,920
Supplies & Expenses	456,126	1,810	457,936	4,200	\$462,136	5,404	467,540	30,000	497,540
Other Services & Charges	646,054	2,089	648,143	20,000	\$668,143	1,500	669,643	0	669,643
Capital Outlays	489,000	35,890	524,890	209,528	\$734,418	188,254	922,672	0	922,672
Total - Recreation Maint.	\$3,144,082	\$39,789	\$3,183,871	\$262,246	\$3,446,117	\$193,658	\$3,639,775	\$30,000	\$3,669,775
Municipal Fire Protection (Fund #5):									
Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses	72,000		72,000		\$72,000		72,000		72,000
Other Services & Charges	44,500		44,500		\$44,500		44,500		44,500
Capital Outlays	423,761	6,728	430,489		\$430,489		430,489		430,489
Principal Payments	148,560		148,560		\$148,560		148,560		148,560
Interest Payments	23,540		23,540		\$23,540		23,540		23,540
Total - Municipal Fire Prot. Fun	\$712,361	\$6,728	\$719,089	\$0	\$719,089	\$0	\$719,089	\$0	\$719,089
Special Streets (Fund #8):									
Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0
Other Services & Charges	261,000		261,000		\$261,000		261,000		261,000
Capital Outlays			0		\$0		0		0
Total - Special Streets	\$261,000	\$0	\$261,000	\$0	\$261,000	0	\$261,000	0	\$261,000
Water & Sewer Operation & Maint. (Fund #9):									
Customer Accounts Cost Center									
Personnel	\$231,808	\$159,912	\$391,720		\$391,720	-1,783	\$389,937		\$389,937
Supplies & Expenses	7,968	13,000	20,968		\$20,968	6,300	27,268		27,268
Other Services & Charges	121,730	12,300	134,030		\$134,030	-1,500	132,530		132,530
Capital Outlays	0	8,000	8,000	20,000	\$28,000		28,000		28,000
Total - Customer Accounts	\$361,506	\$193,212	\$554,718	\$20,000	\$574,718	3,017	\$577,735	0	\$577,735
Water Transmission Cost Center									
Personnel	\$897,533	-\$159,912	\$737,621		\$737,621	-5,005	\$732,616		\$732,616
Supplies & Expenses	182,600	-10,000	172,600		\$172,600	5,500	178,100	16,000	194,100
Other Services & Charges	550,500		550,500		\$550,500	-45,000	505,500	-30,000	475,500
Capital Outlays	40,000		40,000		\$40,000		40,000		40,000
Total - Water Trans.	\$1,670,633	-\$169,912	\$1,500,721	\$0	\$1,500,721	-44,505	\$1,456,216	-14,000	\$1,442,216
Plant Cost Center									
Personnel	\$554,776		\$554,776	\$3,000	\$557,776	-1,212	\$556,564		\$556,564
Supplies & Expenses	168,450	697	169,147		\$169,147	16,000	185,147	-23,000	162,147
Other Services & Charges	941,510	44,854	986,364		\$986,364	5,000	991,364	-21,000	970,364
Capital Outlays	19,500		19,500		\$19,500		19,500	4,500	24,000
Total - Plant	\$1,684,236	\$45,551	\$1,729,787	\$3,000	\$1,732,787	19,788	\$1,752,575	-39,500	\$1,713,075
Sewer Cost Center									
Personnel	\$686,706		\$686,706		\$686,706	-7,081	\$679,625		\$679,625
Supplies & Expenses	259,500		259,500		\$259,500	81,500	341,000		341,000
Other Services & Charges	937,250	719	937,969		\$937,969	210,000	1,147,969	100,000	1,247,969
Capital Outlays	3,000	304,840	307,840		\$307,840		307,840		307,840
Total - Water Trans.	\$1,886,456	\$305,559	\$2,192,015	\$0	\$2,192,015	284,419	\$2,476,434	100,000	\$2,576,434
Lagoon Cost Center									
Personnel	\$258,485		\$258,485		\$258,485	-767	\$257,718		\$257,718
Supplies & Expenses	376,800		376,800		\$376,800	15,000	391,800	3,000	394,800
Other Services & Charges	1,722,400	7,400	1,729,800		\$1,729,800	-97,000	1,632,800	24,000	1,656,800
Capital Outlays	60,000		60,000		\$60,000		60,000		60,000
Principal Payments			0		\$0		0		0
Interest Payments			0		\$0		0		0
Total - Lagoon Cost Center	\$2,417,685	\$7,400	\$2,425,085	\$0	\$2,425,085	-82,767	\$2,342,318	27,000	\$2,369,318
Recap: Water & Sewer O & M Fund:									
Personnel	\$2,629,308	\$0	\$2,629,308	\$3,000	\$2,632,308	-\$15,848	\$2,616,460	\$0	\$2,616,460
Supplies & Expenses	995,318	3,697	999,015	0	\$999,015	124,300	1,123,315	-4,000	1,119,315
Other Services & Charges	4,273,390	65,273	4,338,663	0	\$4,338,663	71,500	4,410,163	73,000	4,483,163
Capital Outlays	122,500	312,840	435,340	20,000	\$455,340	0	455,340	4,500	459,840
Principal Payments	0	0	0	0	\$0	0	0	0	0

CITY OF HATTIESBURG, MS - GENERAL FUND
 Analysis of Expenditure Budgets - Funds Other Than General
 Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	Nov. Amend'ts	Amended Budgets	Jan-May Amend'ts	Amended Budgets	June Amend'ts	Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
Interest Payments	0	0	0	0	0	0	0	0	0
Total - Water & Sewer O & M Fund	\$8,020,516	\$381,810	\$8,402,326	\$23,000	\$8,425,326	\$179,952	\$8,605,278	\$73,500	\$8,678,778
Water & Sewer Bond & Int. (Fund #10):									
Principal Payments	\$2,070,000		\$2,070,000		\$2,070,000		\$2,070,000		\$2,070,000
Interest Payments	\$1,240,325		\$1,240,325	\$20,700	\$1,261,025		\$1,261,025		\$1,261,025
Paying Agent Fees	\$2,500		\$2,500		\$2,500		\$2,500		\$2,500
Total - W & S Bond & Int. Fund	\$3,312,825	\$0	\$3,312,825	\$20,700	\$3,333,525	0	\$3,333,525	\$0	\$3,333,525
Water & Sewer Revenue (Fund #11):									
Principal Payments	\$463,210		\$463,210		\$463,210		\$463,210		\$463,210
Interest Payments	81,660		81,660		\$81,660		81,660		81,660
other services & charges	22,400		22,400		\$22,400		22,400		22,400
Transfers to other funds	14,199,230		14,199,230		\$14,199,230		14,199,230		14,199,230
Total - W & S Revenue Fund	\$14,766,500	\$0	\$14,766,500	\$0	\$14,766,500	0	\$14,766,500	\$0	\$14,766,500
1999 Tax Increment (Walmart) Bond & Int (Fund #12):									
Principal Payments	\$55,000		\$55,000		\$55,000		\$55,000		\$55,000
Interest Payments	9,200		9,200		\$9,200		\$9,200		9,200
Paying Agent Fees	2,000		2,000		\$2,000		\$2,000		2,000
Total - 1999 TIF Bond & Int Fund	\$66,200	0	\$66,200	0	\$66,200	0	\$66,200	\$0	\$66,200
City Bond & Interest (Fund #13):									
Principal Payments	\$3,290,730		\$3,290,730		\$3,290,730		\$3,290,730		\$3,290,730
Interest Payments	636,613		636,613		\$636,613		636,613		636,613
Other Services & Charges	116,759		116,759		\$116,759		116,759		116,759
Paying Agent Fees	15,000		15,000		\$15,000		15,000		15,000
Total - 1999 TIF Bond & Int Fund	\$4,059,102	\$0	\$4,059,102	\$0	\$4,059,102	\$0	\$4,059,102	\$0	\$4,059,102
USA Yeast Bond & Interest (Fund #15):									
Principal Payments	\$385,000	\$0	\$385,000		\$385,000		\$385,000		\$385,000
Interest Payments	23,100	0	23,100		\$23,100		23,100		23,100
other services & charges	5,000		5,000		\$5,000		5,000		5,000
Total - 1999 TIF Bond & Int Fund	\$413,100	0	\$413,100	0	\$413,100	0	\$413,100	0	\$413,100
Police Fines & Forfeitures (Fund #19):									
Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses	145,400	1,839	147,239	5,261	\$152,500		152,500		152,500
Other Services & Charges	30,000	-2,939	27,061		\$27,061		27,061		27,061
Capital Outlays	74,600		74,600	23,047	\$97,647		97,647		97,647
Transfers			0		\$0		0		0
Total - Fines & Forf. Fund	\$250,000	-\$1,100	\$248,900	\$28,308	\$277,208	\$0	\$277,208	\$0	\$277,208
Series 2002 TIF Bond & Int (Southern Pointe, Fund #20):									
Principal Payments	\$85,000		\$85,000		\$85,000		\$85,000		\$85,000
Interest Payments	3,825		3,825		\$3,825		3,825		3,825
other services & charges	1,250		1,250		\$1,250		1,250		1,250
Total - 1999 TIF Bond & Int Fund	\$90,075	0	\$90,075	0	\$90,075	0	\$90,075	0	\$90,075
Series 2004 TIF Bond & Int (Home Depot, Fund #21):									
Principal Payments	\$75,000		\$75,000		\$75,000		\$75,000		\$75,000
Interest Payments	8,345		8,345		\$8,345		8,345		8,345
other services & charges	1,000		1,000		\$1,000		1,000		1,000
Total - 2004 TIF Bond & Int Fund	\$84,345	0	\$84,345	0	\$84,345	0	\$84,345	0	\$84,345
Series 2003 TIF Bond & Int (Chauvet Sq., Fund #22):									
Principal Payments	\$95,000		\$95,000		\$95,000		\$95,000		\$95,000
Interest Payments	97,210		97,210		\$97,210		97,210		97,210
other services & charges	2,000		2,000		\$2,000		2,000		2,000
Transfers to other Funds			0		\$0		0		0
Total - 2003 TIF Bond & Int Fund	\$194,210	\$0	\$194,210	\$0	\$194,210	0	\$194,210	0	\$194,210
Series 2007 TIF Bond & Int (Turtle Creek Fund 23):									
Principal Payments	\$285,000		\$285,000		\$285,000		\$285,000		\$285,000
Interest Payments	149,776		149,776		\$149,776		149,776		149,776
Other Services & Charges	5,000		5,000		\$5,000		5,000		5,000
Total - 2007 TIF Bond & Int Fund	\$439,776	\$0	\$439,776	\$0	\$439,776	\$0	\$439,776	\$0	\$439,776
Series 2008 TIF Bond & Int (Lincoln Center Fund 24):									
Principal Payments	\$35,000		35,000		\$35,000		35,000		35,000
Interest Payments	\$18,700		18,700	\$700	\$19,400		19,400		19,400
Other Services & Charges	\$1,000		1,000		\$1,000		1,000		1,000
Total - 2008 TIF Bond & Int Fund	\$54,700	\$0	\$54,700	\$700	\$55,400	\$0	\$55,400	\$0	\$55,400
Series 2011 TIF Bond & Int (Turtle Creek Commons/Kohl's Fund 25):									
Principal Payments	\$60,000		60,000		\$60,000		60,000		60,000
Interest Payments	\$32,000		32,000		\$32,000		32,000		32,000
Other Services & Charges	\$1,000		1,000	\$1,000	\$2,000		2,000		2,000
Total - 2008 TIF Bond & Int Fund	\$93,000	\$0	\$93,000	\$1,000	\$94,000	\$0	\$94,000	\$0	\$94,000
Airport Imp. (Fund #39):									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	1,413,440	-271,311	1,142,129	306,864	\$1,448,993		1,448,993		1,448,993
Total - Airport Imp. Fund	\$1,413,440	-\$271,311	\$1,142,129	\$306,864	\$1,448,993	\$0	\$1,448,993	\$0	\$1,448,993
2009 Gen.Oblig.Refunding Bonds (Fund #50)									
Bonds Redeemed			0		0		0		0

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	Nov. Amend'ts	Amended Budgets	Jan-May Amend'ts	Amended Budgets	June Amend'ts	Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
Interest on Bonds			0		0		0		0
Paying Agent Fees			0		0		0		0
Other Services & Charges			0		0		0		0
Total - 2007 G.O.Refunding	0	0	0		0	0	0	0	0

Municipal Road & Bridge (Fund #72):

Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses	225,000		225,000		\$225,000		225,000		225,000
Other Services & Charges	666,000	41,650	707,650		\$707,650	405,000	1,112,650		1,112,650
Capital Outlays	9,071,294	173,291	9,244,585		\$9,244,585	-405,000	8,839,585		8,839,585
Principal	24,293		24,293		\$24,293		24,293		24,293
Interest	5,690		5,690		\$5,690		5,690		5,690
Total - Municipal Road & Bridge	\$9,992,277	\$214,941	\$10,207,218	\$0	\$10,207,218	\$0	\$10,207,218	\$0	\$10,207,218

Mass Transit (Fund #73):

Personnel	\$590,784		\$590,784		\$590,784	-908	\$589,876		\$589,876
Supplies & Expenses	224,300		224,300		\$224,300		224,300	37,000	261,300
Other Services & Charges	169,900		169,900		\$169,900		169,900	-10,612	159,288
Capital Outlays	422,579	598,049	1,020,628		\$1,020,628		1,020,628		1,020,628
Total - Mass Transit Fund	\$1,407,563	\$598,049	\$2,005,612	\$0	\$2,005,612	-\$908	\$2,004,704	\$26,388	\$2,031,092

Water & Sewer Construction (Fund #75):

Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0
Other Services & Charges	1,050,000		1,050,000		\$1,050,000		1,050,000		1,050,000
Capital Outlays	8,690,553		8,690,553	5,276,909	\$13,967,462		13,967,462		13,967,462
Total - W & S Construction Fund	\$9,740,553	\$0	\$9,740,553	\$5,276,909	\$15,017,462	\$0	\$15,017,462	\$0	\$15,017,462

Community Centers (Fund #77):

Personnel	\$506,314		\$506,314		\$506,314	-307	\$506,007		\$506,007
Supplies & Expenses	67,900		67,900		\$67,900		67,900		67,900
Other Services & Charges	263,150	-39,600	223,550	374,800	\$598,350	55,615	653,965		653,965
Capital Outlays	183,500	-28,500	155,000		\$155,000		155,000		155,000
Total - Community Centers Fund	\$1,020,864	-\$68,100	\$952,764	\$374,800	\$1,327,564	\$55,308	\$1,382,872	\$0	\$1,382,872

Series 2009 G.O. Bonds - AMR Project (Fund #78)

Supplies			0		\$0		0		0
Other Services & Charges	\$100,000	-\$61,850	38,150		\$38,150		38,150		38,150
Capital Outlay	100,000	-\$88,432	11,568		\$11,568		11,568		11,568
Total - Series 2009 G.O. Bonds	\$200,000	-\$150,282	\$49,718	\$0	\$49,718	0	\$49,718	\$0	\$49,718

Community Dev. Block Grant (Fund #82):

Personnel	\$229,589		\$229,589		\$229,589	807	\$230,396		\$230,396
Supplies & Expenses	7,900		7,900		\$7,900		7,900		7,900
Other Services & Charges	564,755	-23,136	541,619		\$541,619	-807	540,812		540,812
Capital Outlays	1,171,824		1,171,824	-20,364	\$1,151,460		1,151,460		1,151,460
Transfers			0		\$0		0		0
Total - CDBG Fund	\$1,974,068	-\$23,136	\$1,950,932	-\$20,364	\$1,930,568	\$0	\$1,930,568	\$0	\$1,930,568

Series 2002 TIF (Southern Pointe) Construction (Fund # 88):

Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	0		0		\$0		0		0
Transfers to other Funds	0		0		\$0		0		0
Total - Series 2002 Const. Fund	\$0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0

Series 2004 TIF (Home Depot) Construction (Fund # 89):

Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	0		0		\$0		0		0
Transfers	0		0		\$0		0		0
Total - Series 2004 Const. Fund	\$0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0

Series 2008 G.O. Note (Downtown Lighting)(Fund # 90):

Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	0		0		\$0		0		0
Transfers	0		0		\$0		0		0
Total - Series 2004 Const. Fund	\$0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0

TIF (Turtle Creek) Construction (Fund # 91):

Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	0		0		\$0		0		0
Transfers	0		0	49	\$49		49		49
Total - Series 2004 Const. Fund	\$0	\$0	\$0	\$49	\$49	0	\$49	\$0	\$49

Series 2001 G.O. Bond Construction (Fund # 95):

Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	187,300		187,300		\$187,300		187,300		187,300
Transfers	0		0		\$0		0		0
Total - Series 2001 Const. Fund	\$187,300	\$0	\$187,300	\$0	\$187,300	0	\$187,300	\$0	\$187,300

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	Nov. Amend'ts	Amended Budgets	Jan-May Amend'ts	Amended Budgets	June Amend'ts	Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
Mississippi Dev. Bank Construction (Fund # 96):									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0		0
Other Services & Charges			0		0		0		0
Capital Outlays	42,207	85,715	127,922	-17,628	110,294		110,294		110,294
Total - MDB Fund	\$42,207	\$85,715	\$127,922	-\$17,628	\$110,294	0	\$110,294	\$0	\$110,294
Kamper Park Imp. (Fund #98):									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0		0
Other Services & Charges	0		0		0		0		0
Capital Outlays	100,000	-13,903	86,097		86,097		86,097		86,097
Total - Kamper Park Imp. Fund	\$100,000	-\$13,903	\$86,097	\$0	\$86,097	0	\$86,097	\$0	\$86,097
Series 2010 Water & Sewer G.O. Constr. (Fund #99):									
Personnel									
Supplies & Expenses			0		0		0		0
Other Services & Charges									
Capital Outlay	\$868,299		868,299		\$868,299		868,299		868,299
Total - Series 2010 Constr.	\$868,299	\$0	\$868,299	\$0	\$868,299	\$868,299	\$868,299	\$868,299	\$868,299
Series 2012 Water & Sewer Const. (Fund #94):									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0		0
Other Services & Charges	0		0		0		0		0
Capital Outlays	9,106,410	-1,111,122	7,995,288	0	\$7,995,288		7,995,288		7,995,288
Transfers Out	0		0		0		0		0
Total - Series 2006 Const.	\$9,106,410	-\$1,111,122	\$7,995,288	\$0	\$7,995,288	0	\$7,995,288	\$0	\$7,995,288
GRAND TOTAL - FUNDS OTHER THAN THE GENERAL FUND									
	\$72,014,773	-\$311,922	\$71,702,851	\$6,256,584	\$77,959,435	\$428,010	\$78,387,445	\$129,888	\$78,517,333
General Fund	\$46,649,557	\$1,173,866	\$47,823,423	\$1,856,796	\$49,680,219	\$1,038,729	\$50,718,948	\$292,240	\$51,011,188
TOTAL EXPENDITURES & TRANS	\$118,664,330	\$861,944	\$119,526,274	\$8,113,380	\$127,639,654	\$1,466,739	\$129,106,393	\$422,128	\$129,528,521
Less: Interfund Transfers	-17,386,464	-20,000	-17,406,464	-100,049	-17,506,513	0	-17,506,513	0	-17,506,513
TOTAL EXPENDITURES	\$101,277,866	\$841,944	\$102,119,810	\$8,013,331	\$110,133,141	\$1,466,739	\$111,599,880	\$422,128	\$112,022,008
Recap of City-Wide Expenditure Budgets:									
Personnel	\$32,603,504	\$0	\$32,603,504	\$60,763	\$32,664,267	\$56,720	\$32,720,987	\$120,490	\$32,841,477
Supplies & Expenses	\$5,270,874	\$47,066	\$5,317,940	\$168,114	\$5,486,054	\$143,607	\$5,629,661	\$240,750	\$5,870,411
Other Services & Charges	\$17,555,434	\$31,630	\$17,587,064	\$1,876,778	\$19,463,842	\$1,142,158	\$20,606,000	\$213,488	\$20,819,488
Capital Outlays	\$34,513,552	\$589,648	\$35,103,200	\$5,886,276	\$40,989,476	\$124,254	\$41,113,730	-\$34,500	\$41,079,230
Principal Payments	8,813,343	162,000	8,975,343	0	8,975,343	0	8,975,343	-111,000	8,864,343
Interest Payments	2,521,159	11,600	2,532,759	21,400	2,554,159	0	2,554,159	-7,100	2,547,059
Total Expenditure Budgets	\$101,277,866	\$841,944	\$102,119,810	\$8,013,331	\$110,133,141	\$1,466,739	\$111,599,880	\$422,128	\$112,022,008

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

GENERAL FUND:

REVENUES & BEG. CASH:

Taxes - Other	\$31,000
Licenses & Permits	4,445,000
Inter-governmental Revenues:	
Federal Grants	2,121,823
State Grants	446,600
State-Shared Revenues	20,881,754
County Shared Revenues	66,000
Charges for Services:	
Public safety	219,680
Streets	20,100
Sanitation	2,220,000
Misc.	0
Fines & Forfeits	1,602,000
Miscellaneous	205,350
Transfers-In	814,475
Non-Revenue Receipts	1,949,512
Total From All Sources	
Other Than taxation	35,023,294
Beginning Cash and	
Investment Balance	4,831,301
Amount to be Raised by Tax Levy	12,355,000
TOTAL FROM ALL SOURCES	\$52,209,595

EXPENDITURES & ENDING CASH:

General Government:	
Personnel	3,861,293
Supplies & Expenses	215,059
Other services & Charges	3,114,815
Capital Outlays	759,854
Total - General Government	7,951,021
Police Dept.:	
Personnel	9,167,295
Supplies & Expenses	815,021
Other services & Charges	517,825
Capital Outlays	909,311
Total - Police Dept.	11,409,452
Police & Fire Training:	
Personnel	33,395
Supplies & Expenses	179,378
Other services & Charges	133,287
Capital Outlays	74,694
Total - Police & Fire Training	420,754
Fire Dept.:	
Personnel	6,710,708
Supplies & Expenses	373,855
Other services & Charges	307,895
Capital Outlays	23,000
Total - Fire Dept.	7,415,458
Land Development Administration:	
Personnel	551,104
Supplies & Expenses	35,069
Other services & Charges	57,722
Capital Outlays	40,000
Total - Land Dev. Admin.	683,895

Public Safety Contractual Services:	
Personnel	211,950
Other services & Charges	2,253,379
Total - Pub. Safety Cont. Serv.	<u>2,465,329</u>
Public Services:	
Personnel	5,721,286
Supplies & Expenses	1,651,063
Other services & Charges	4,574,987
Capital Outlays	1,349,249
Total - Public Services	<u>13,296,585</u>
Animal Control	
Personnel	126,809
Supplies & Expenses	23,950
Other services & Charges	123,073
Capital Outlays	0
Total - Animal Control	<u>273,832</u>
Human/Social	
Other services & Charges	159,500
Total - Human/Social	<u>159,500</u>
Economic Development	
Personnel	
Supplies & Expenses	
Other services & Charges	160,000
Capital Outlays	0
Total - Eco. Dev.	<u>160,000</u>
Debt Service:	
Principal Payments	1,792,550
Interest Payments	195,675
Total - Debt service	<u>1,988,225</u>
Airport	
Personnel	100,513
Supplies & Expenses	56,198
Other services & Charges	61,975
Capital Outlays	11,000
Total - Airport	<u>229,686</u>
Cemetery	
Personnel	640,773
Supplies & Expenses	110,113
Other services & Charges	53,350
Capital Outlays	79,500
Total - Cemetery	<u>883,736</u>
Parking Garages	
Personnel	193,692
Supplies & Expenses	7,250
Other services & Charges	85,539
Capital Outlays	80,000
Total - Parking Garages	<u>366,481</u>
Operating Transfers Out	3,307,234
Total Expenditures & Transfers	<u>51,011,188</u>
Ending Cash Balance	<u>\$1,198,407</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$52,209,595</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

PARKS & RECREATION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	\$0
State Grants	0
County Shared Revenues	42,603
Misc. grants	0
Charges for Services:	
Culture & Recreation	40,400
Miscellaneous	100,400
Transfers-In	2,102,234
Non-Revenue Receipts	383,186
Total From All Sources	
Other Than taxation	2,668,823
Beginning Cash and	
Investment Balance	203,436
Amount to be Raised by Tax Levy	800,000
TOTAL FROM ALL SOURCES	\$3,672,259

EXPENDITURES & ENDING CASH:

Culture & Recreation:	
Personnel	1,579,920
Supplies & Expenses	497,540
Other services & Charges	669,643
Capital Outlays	922,672
Total Expenditures	\$3,669,775
Cash balance at End of Year	2,484
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$3,672,259

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

MUNICIPAL FIRE PROTECTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

State-Shared Revenues	\$235,000
Charges for Services	95,652
Fines & Forfeits	1,500
Miscellaneous	10,500
Transfers In	0
Non-Revenue Receipts	0

Total From All Sources	
Other Than taxation	342,652

Beginning Cash and	
Investment Balance	764,097

TOTAL FROM ALL SOURCES	\$1,106,749
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EXPENDITURES & ENDING CASH:

Public Safety:

Personnel	\$0
Supplies & Expenses	72,000
Other services & Charges	44,500
Capital Outlays	430,489
Lease Debt Service - Principal	148,560
Lease Debt Service - Interest	23,540

Total Expenditures	\$719,089
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Cash balance at End of Year	387,660
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TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,106,749

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

***SPECIAL STREET
SPECIAL REVENUE FUND:***

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	\$0
State Shared Revenues	55,000
Misc. grants	0
Miscellaneous	1,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	56,000
Beginning Cash and	
Investment Balance	205,903
TOTAL FROM ALL SOURCES	\$261,903

EXPENDITURES & ENDING CASH:

Public Services:	
Supplies & Expenses	0
Other services & Charges	261,000
Capital Outlays	0
Total Expenditures	\$261,000
Cash balance at End of Year	903
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$261,903

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

***WATER & SEWER OPERATION
AND MAINTENANCE FUND:***

REVENUES & BEG. CASH:

Charges for Services	\$20,000
Transfers-In	7,972,295
Miscellaneous	3,000
Non-Revenue Receipts	
Total From All Sources	
Other Than taxation	7,995,295
Beginning Cash and	
Investment Balance	760,401
TOTAL FROM ALL SOURCES	\$8,755,696

EXPENDITURES & ENDING CASH:

Personnel	2,616,460
Supplies & Expenses	1,119,315
Other services & Charges	4,483,163
Capital Outlays	459,840
Lease Debt Service - Principal	0
Lease Debt Service - Interest	0
Total Expenditures	\$8,678,778
Cash balance at End of Year	76,918
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$8,755,696

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

**WATER & SEWER BOND
AND INTEREST FUND:**

REVENUES & BEG. CASH:

Transfers-In	\$3,684,460
Miscellaneous	0
Non-Revenue Receipts	
Total Revenues	<u>3,684,460</u>
Beginning Cash Balance	<u>1,652,040</u>
TOTAL FROM ALL SOURCES	<u><u>\$5,336,500</u></u>

EXPENDITURES & ENDING CASH:

Bonds Redeemed	2,070,000
Interest on Bonds	1,261,025
Paying Agent Fees	2,500
Total Expenditures	<u>3,333,525</u>
Cash balance at End of Year	<u>2,002,975</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$5,336,500</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

WATER & SEWER ENTERPRISE FUND:

REVENUES & BEG. CASH:

Charges for Services:

Licenses, Permits & Fees	\$5,000
Miscellaneous	2,500
Metered Water Sales	8,075,000
Taps	115,000
Water Turn-On Fees	64,000
Sewer Connections	15,000
Sewer Charges	6,490,000
Total Revenues	<u>14,766,500</u>
Beginning Fund Balance	<u>0</u>
TOTAL FROM ALL SOURCES	<u><u>\$14,766,500</u></u>

EXPENDITURES & ENDING CASH:

Other Services & Charges	22,400
Principal Redeemed - Notes	463,210
Interest on Notes	81,660
Operating Transfers Out	14,199,230
Total Expenditures	<u>\$14,766,500</u>
Cash balance at End of Year	<u>\$0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$14,766,500</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

**1999 TAX INCREMENT BOND & INTEREST
FUND (DEBT SERVICE FUND):**

REVENUES & BEG. CASH:

Interest	\$0
County-Shared Revenues	0
Total From All Sources	0
Other Than taxation	0
Beginning Cash and	
Investment Balance	72,175
Amount to be Raised by Tax Levy	66,188
TOTAL FROM ALL SOURCES	\$138,363

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	55,000
Interest on Bonds	9,200
Paying Agent Fees	2,000
Other Services & Charges	
Total Expenditures	\$66,200
Cash balance at End of Year	72,163
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$138,363

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

CITY BOND & INTEREST
FUND (DEBT SERVICE FUND):

REVENUES & BEG. CASH:

County-Shared Revenues	\$63,617
Interest	2,000
Non-Revenue receipts	218,850
Transfers-In	399,330
Total From All Sources	
Other Than taxation	683,797
Beginning Cash and	
Investment Balance	3,040,036
Amount to be Raised by Tax Levy	2,800,000
TOTAL FROM ALL SOURCES	\$6,523,833

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	3,290,730
Interest on Bonds	636,613
Other Services & Charges	131,759
Paying Agent Fees	
Total Expenditures	\$4,059,102
Cash balance at End of Year	2,464,731
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$6,523,833

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

***Water & Sewer Bond & Interest
Fund (USA Yeast Project):***

REVENUES & BEG. CASH:

Interest	\$200
Transfer from Other Funds	310,000
Total From All Sources	
Other Than taxation	310,200
Beginning Cash and	
Investment Balance	141,841
TOTAL FROM ALL SOURCES	\$452,041

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	\$385,000
Interest on Bonds	23,100
Other Services & Charges	5,000
Total Expenditures	\$413,100
Cash balance at End of Year	38,941
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$452,041

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

FINES & FORFEITURES FUND:

REVENUES & BEG. CASH:

State grants	
Charges for Services	2,200
Fines & Forfeits	38,312
Miscellaneous	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	40,512
Beginning Cash and	
Investment Balance	247,196
TOTAL FROM ALL SOURCES	\$287,708

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	0
Supplies & Expenses	152,500
Other services & Charges	27,061
Capital Outlays	97,647
Transfers Out	
Total Expenditures	\$277,208
Cash balance at End of Year	10,500
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$287,708

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

SERIES 2002 TIF BOND & INTEREST
FUND (Southern Pointe Project):

REVENUES & BEG. CASH:

Interest	\$0
County-Shared Revenues	39,294
Total From All Sources	39,294
Other Than taxation	39,294
Beginning Cash and	
Investment Balance	64,724
Amount to be Raised by Tax Levy	50,181
TOTAL FROM ALL SOURCES	\$154,199

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	85,000
Interest on Bonds	3,825
Other Services & Charges	1,250
Total Expenditures	\$90,075
Cash balance at End of Year	64,124
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$154,199

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

SERIES 2004 TIF BOND & INTEREST
FUND (Home Depot Project):

REVENUES & BEG. CASH:

Interest	\$100
County-Shared Revenues	26,184
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	26,284
Beginning Cash and	
Investment Balance	123,263
Amount to be Raised by Tax Levy	<u>58,360</u>
TOTAL FROM ALL SOURCES	<u><u>\$207,907</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	75,000
Interest on Bonds	8,345
Other Services & Charges	<u>1,000</u>
Total Expenditures	<u>\$84,345</u>
Cash balance at End of Year	<u>123,562</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$207,907</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

SERIES 2003 TIF BOND & INTEREST
FUND (Chauvet Square Project):

REVENUES & BEG. CASH:

Interest	\$0
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	0
Beginning Cash and	
Investment Balance	141,739
Amount to be Raised by Tax Levy	241,356
TOTAL FROM ALL SOURCES	\$383,095

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	95,000
Interest on Bonds	97,210
Other Services & Charges	2,000
Transfers to Other Funds	0
Total Expenditures	\$194,210
Cash balance at End of Year	188,885
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$383,095

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

SERIES 2007 TIF BOND & INTEREST
FUND (Turtle Creek):

REVENUES & BEG. CASH:

Interest	\$300
County Shared Revenue	\$108,694
Transfer From Other Funds	
Total From All Sources	
Other Than taxation	108,994
Beginning Cash and	
Investment Balance	219,466
Amount to be Raised by Tax Levy	352,517
TOTAL FROM ALL SOURCES	\$680,977

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	285,000
Interest on Bonds	149,776
Other Services & Charges	5,000
Total Expenditures	\$439,776
Cash balance at End of Year	241,201
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$680,977

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

2008 TIF BOND AND INTEREST FUND
FUND (Lincoln Center):

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$0
Transfer From Other Funds	0
Total From All Sources	0
Other Than taxation	0
Beginning Cash and	
Investment Balance	118,060
Amount to be Raised by Tax Levy	76,913
TOTAL FROM ALL SOURCES	\$194,973

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	35,000
Interest on Bonds	19,400
Other Services & Charges	1,000
Total Expenditures	\$55,400
Cash balance at End of Year	139,573
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$194,973

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

2011 TIF BOND AND INTEREST FUND
FUND (Turtle Creek Crossing/Kohl's):

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$32,200
Transfer From Other Funds	49
Total From All Sources	
Other Than taxation	32,249
Beginning Cash and	
Investment Balance	15,788
Amount to be Raised by Tax Levy	74,339
TOTAL FROM ALL SOURCES	\$122,376

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	60,000
Interest on Bonds	32,000
Other Services & Charges	2,000
Total Expenditures	\$94,000
Cash balance at End of Year	28,376
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$122,376

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

**AIRPORT IMPROVEMENT
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Federal Grants	\$1,294,193
State Shared Revenues	0
Miscellaneous	26,360
Transfers In	100,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	1,420,553
Beginning Cash and	
Investment Balance	124,934
TOTAL FROM ALL SOURCES	\$1,545,487

EXPENDITURES & ENDING CASH:

Public Services:	
Other services & Charges	0
Capital Outlays	1,448,993
Total Expenditures	\$1,448,993
Cash balance at End of Year	96,494
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$1,545,487

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

MUNICIPAL ROAD & BRIDGE
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

State Grants \$6,994,552

Federal Grants 0

County Shared Revenues 1,992,000

Miscellaneous 682,700

Non-Revenue Receipts 0

Total From All Sources

Other Than taxation 9,669,252

Beginning Cash and

Investment Balance 592,759

TOTAL FROM ALL SOURCES **\$10,262,011**

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses 225,000

Other services & Charges 1,112,650

Capital Outlays 8,839,585

Principal Payments 24,293

Interest Payments 5,690

Total Expenditures **\$10,207,218**

Cash balance at End of Year 54,793

TOTAL EXPENDITURES AND
ENDING CASH BALANCE **\$10,262,011**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal year Ending September 30, 2013

**MASS TRANSIT OPERATING
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$1,974,488
State Grants	\$0
Miscellaneous	38,400
Transfers-In	335,000
Total From All Sources	
Other Than taxation	2,347,888
Beginning Cash and	
Investment Balance	137,431
Amount to be Raised by Tax Levy	200,000
TOTAL FROM ALL SOURCES	\$2,685,319

EXPENDITURES & ENDING CASH:

Personnel	589,876
Supplies & Expenses	261,300
Other services & Charges	159,288
Capital Outlays	1,020,628
Total Expenditures	\$2,031,092
Cash balance at End of Year	654,227
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$2,685,319

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

WATER & SEWER CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	\$5,168,646
Miscellaneous	69,460
Transfers-In	1,800,000
Non-Revenue Receipts	3,000,000
Total From All Sources	<u>10,038,106</u>
Beginning Cash and	
Investment Balance	4,980,039
TOTAL FROM ALL SOURCES	<u>\$15,018,145</u>

EXPENDITURES & ENDING CASH:

Other services & Charges	\$1,050,000
Capital Outlays	13,967,462
Total Expenditures	<u>15,017,462</u>
Cash balance at End of Year	<u>683</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$15,018,145</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

**COMMUNITY CENTERS
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Charges for services:	
Culture & Recreation	\$30,000
Miscellaneous	200
Transfers-In	770,000
Non-Revenue Receipts	430,415
Total From All Sources	
Other Than taxation	1,230,615
Beginning Cash and	
Investment Balance	169,226
TOTAL FROM ALL SOURCES	\$1,399,841

EXPENDITURES & ENDING CASH:

Personnel	506,007
Supplies & Expenses	67,900
Other services & Charges	653,965
Capital Outlays	155,000
Total Expenditures	\$1,382,872
Cash balance at End of Year	16,969
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,399,841

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

***SERIES 2009 (Water Meter Project) Bond
Construction Fund:***

REVENUES & BEG. CASH:

Proceeds from Bond Issue	0
Interest Earnings	0
Total Revenues	0
Beginning Cash and Investment Balance	49,718
TOTAL FROM ALL SOURCES	\$49,718

EXPENDITURES & ENDING CASH:

Supplies	
Other services & Charges	38,150
Capital Outlays	11,568
Total Expenditures	\$49,718
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$49,718

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

**COMMUNITY DEVELOPMENT BLOCK GRANT
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Federal Grants	\$1,948,096
Transfers In	<u>0</u>
Total From All Sources	
Other Than taxation	<u>1,948,096</u>
Beginning Cash and	
Investment Balance	<u>(17,528)</u>
TOTAL FROM ALL SOURCES	<u><u>\$1,930,568</u></u>

EXPENDITURES & ENDING CASH:

Personnel	230,396
Supplies & Expenses	7,900
Other services & Charges	540,812
Capital Outlays	1,151,460
Transfers	
Total Expenditures	<u>\$1,930,568</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$1,930,568</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

SERIES 2012 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	1,000
Proceeds from Revenue Bond Issue	
Total Revenues	<u>1,000</u>
Beginning Cash and	
Investment Balance	<u>7,995,288</u>
TOTAL FROM ALL SOURCES	<u>\$7,996,288</u>

EXPENDITURES & ENDING CASH:

Other services & Charges	
Capital Outlays	7,995,288
Transfers Out	
Total Expenditures	<u>\$7,995,288</u>
Cash balance at End of Year	<u>1,000</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$7,996,288</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

SERIES 2001 BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	\$0
Grant Revenues - State of MS	0
Transfers In	0
Proceeds from General Obligation Bond Issue	0
Total Revenues	<u>0</u>
Beginning Cash and Investment Balance	187,427
TOTAL FROM ALL SOURCES	<u><u>\$187,427</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	187,300
Transfers Out	0
Total Expenditures	<u>\$187,300</u>
Cash balance at End of Year	<u>127</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$187,427</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

MDB CAPITAL PROJECTS FUND:

REVENUES & BEG. CASH:

Proceeds from Development Bank Loans	\$0
Grant Revenues - Federal	24,579
Grant Revenues - State of MS	0
Transfers In	0
Miscellaneous	0
Non-Revenue Receipts	
Total Revenues	24,579
Beginning Cash and	
Investment Balance	85,715
TOTAL FROM ALL SOURCES	\$110,294

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	110,294
Total Expenditures	\$110,294
Cash Balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$110,294

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

**KAMPER PARK ZOO CAPITAL
IMPROVEMENTS FUND:**

REVENUES & BEG. CASH:

State Grants	\$0
Miscellaneous	0
Charges for Services	0
Transfers-In from Other Funds	0
Non-Revenue Receipts	0
Total Revenues	0
Beginning Cash and Investment Balance	86,097
TOTAL FROM ALL SOURCES	\$86,097

EXPENDITURES & ENDING CASH:

Supplies	0
Other services & Charges	0
Capital Outlays	86,097
Total Expenditures	\$86,097
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$86,097

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

SERIES 2010 WATER & SEWER BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Bond Proceeds	
Federal Grants	1,049,651
Interest Earnings	0
Total Revenues	<u>1,049,651</u>
Beginning Cash and	
Investment Balance	<u>(181,292)</u>
TOTAL FROM ALL SOURCES	<u>\$868,359</u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	868,299
Total Expenditures	<u>\$868,299</u>
Cash balance at End of Year	<u>60</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$868,359</u>

RESOLUTION

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi, have determined that expenditures within the City will exceed the original budget appropriation; and

WHEREAS, the additional appropriation needed is in excess of ten percent (10%) of the original appropriation, and in accordance with Section 21-35-25 of the Mississippi Code of 1972, as amended, shall be published;

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

HATTIESBURG:

Section 1. That the following budget amendments are hereby authorized to be made in the City's General Fund General Government Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$194,638	\$20,421	\$215,059	Increase budget for fuel purchases

Section 2. That the following budget amendments are hereby authorized to be made in the City's General Fund Code Enforcement Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$31,397	\$3,672	\$35,069	Increase budget for fuel purchases

Section 3. That the following budget amendments are hereby authorized to be made in the City's General Fund Contractual Services Personal Services Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$162,940	\$49,010	\$211,950	Increase budget for special duty assignments

Section 4. That the following budget amendments are hereby authorized to be made in the City's General Fund Public Services Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$1,412,283	\$238,780	\$1,651,063	Increase budget for fuel costs, motor vehicle parts

Section 5. That the following budget amendments are hereby authorized to be made in the City's General Fund Public Services Other Services & Charges Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$3,229,737	\$1,345,250	\$4,574,987	Increase budget for tipping fees for tornado debris; increase budget for recycling costs

Section 6. That the following budget amendments are hereby authorized to be made in the City's General Fund Cemetery Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$89,350	\$20,763	\$110,113	Increase budget for fuel purchases, motor vehicle and agricultural repair parts

Section 7. That the following budget amendments are hereby authorized to be made in the City's Water & Sewer Operation & Maintenance Fund Capital Outlay Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$122,500	\$337,340	\$459,840	Adjust budget for equipment and software purchases

Section 8. That the following budget amendments are hereby authorized to be made in the City's Mass Transit Fund Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$224,300	\$37,000	\$261,300	Increase budget for fuel purchases

Section 9 . That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

The above and foregoing Resolution, after having been first reduced to writing, was

introduced by Councilperson Delgado, seconded by Councilperson

Dryden, and was adopted by the following, to wit;

YEAS: Delgado
Carroll
Dryden

NAYS: None

ABSENT: Bradley
Naylor

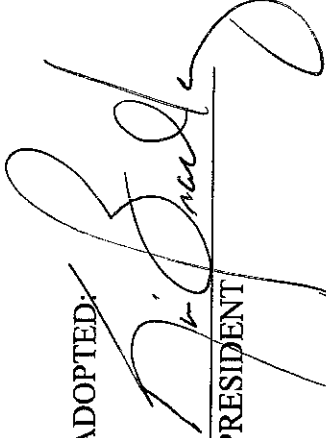
The President thereby declared the motion carried and the Resolution adopted, this the 3rd day of September, 2013.

(SEAL)

ATTEST:

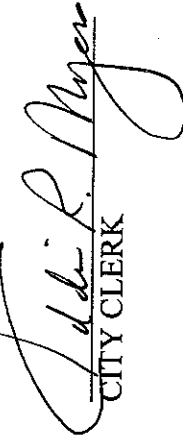

CLERK OF COUNCIL

ADOPTED:

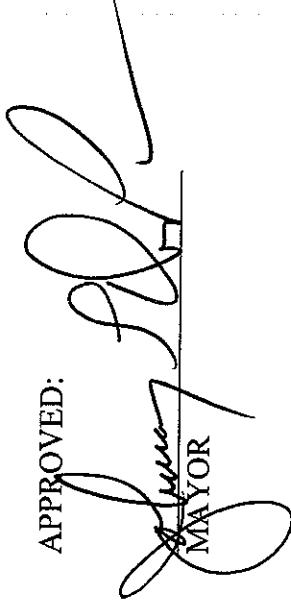

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of September, 2013.

ATTEST:


CITY CLERK

APPROVED:


MAYOR

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	November Amend'ts	Amended Budgets	Jan-May Amend'ts	Amended Budgets	June Amend'ts	Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
Revenues & Beg. Cash Balance:									
Taxes - Other	\$28,000		\$28,000		\$28,000	\$3,000	\$31,000		\$31,000
Licenses & Permits	4,440,000		4,440,000		4,440,000	5,000	\$4,445,000		\$4,445,000
Intergovernmental Revenues:									
Federal	718,771	42,419	761,190	1,060,633	\$1,821,823	300,000	\$2,121,823		\$2,121,823
State	278,420	-3,295	275,125	171,475	\$446,600		\$446,600		\$446,600
County/City Shared	20,456,000	125,754	20,581,754		\$20,581,754	300,000	\$20,881,754		\$20,881,754
Charges for Services:	66,000		66,000		\$66,000		\$66,000		\$66,000
Public Safety	190,000		190,000		\$190,000	5,000	\$195,000	24,680	\$219,680
Streets	20,100		20,100		\$20,100		\$20,100		\$20,100
Sanitation	2,220,000		2,220,000		\$2,220,000		\$2,220,000		\$2,220,000
Misc.	0		0		\$0		\$0		\$0
Fines & Forf.	1,602,000		1,602,000		\$1,602,000		\$1,602,000		\$1,602,000
Misc. Revenues	200,350	5,000	205,350		\$205,350		\$205,350		\$205,350
Transfers-In	794,475		794,475		\$794,475	20,000	\$814,475		\$814,475
Non-Revenue Receipts	1,021,400	567,112	1,588,512		\$1,588,512	361,000	\$1,949,512		\$1,949,512
TOTAL REVENUES EXCLUSIVE OF			0		0		\$0		\$0
PROPERTY TAXES	\$32,035,516	\$736,980	\$32,772,506	\$1,232,108	\$34,004,614	\$994,000	\$34,998,614	\$24,680	\$35,023,294
Beg. Fund Balance	4,600,000	231,301	4,831,301		\$4,831,301		\$4,831,301		4,831,301
Property Tax Levy	12,285,000	0	12,285,000		\$12,285,000	\$70,000	12,355,000		12,355,000
TOTAL AVAIL. REVENUES	\$48,920,516	\$968,291	\$49,888,807	\$1,232,108	\$51,120,915	\$1,064,000	\$52,184,915	\$24,680	\$52,209,595

THE GENERAL FUND EXPENDITURE BUDGETS:

City Council									
Personnel	\$201,850		\$201,850		\$201,850	-\$68	201,782		201,782
Supplies & Expenses	3,400		3,400		\$3,400		3,400		3,400
Other Services & Charges	122,465		122,465		\$122,465	-\$8,000	114,465	1,200	115,665
Capital Outlays	74,000	4,350	78,350	100	\$78,450		78,450		78,450
Total - City Council	\$401,715	\$4,350	\$406,065	\$100	\$406,165	-\$8,068	\$398,097	1,200	\$399,297
City Court									
Personnel	\$957,552		\$957,552		\$957,552	\$282	957,834		957,834
Supplies & Expenses	13,515		13,515	4,417	\$17,932		17,932		17,932
Other Services & Charges	141,418	2,801	144,219	14,000	\$158,219		158,219		158,219
Capital Outlays	0		0		\$0		0		0
Total - City Court	\$1,112,485	\$2,801	\$1,115,286	\$18,417	\$1,133,703	\$282	\$1,133,985	0	\$1,133,985
Mayor/Admin.									
Personnel	\$533,566		\$533,566		\$533,566	\$887	534,453	19,086	553,539
Supplies & Expenses	12,900		12,900		\$12,900		12,900		12,900
Other Services & Charges	103,702		103,702		\$103,702	\$500	104,202		104,202
Capital Outlays	0		0		\$0		0		0
Total - Mayor/Admin.	\$650,168	\$0	\$650,168	\$0	\$650,168	\$1,387	\$651,555	19,086	\$670,641
Elections									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	2,000		2,000	500	\$2,500	\$500	3,000	1,500	4,500
Other Services & Charges	56,000		56,000	12,000	\$68,000	-\$500	67,500	27,900	95,400
Capital Outlays	0		0		\$0		0		0
Total - Elections	\$58,000	\$0	\$58,000	\$12,500	\$70,500	\$0	\$70,500	29,400	\$99,900
Muni. Clerk									
Personnel	\$155,351		\$155,351		\$155,351	-\$41	\$155,310		\$155,310
Supplies & Expenses	3,800		3,800		\$3,800		3,800		3,800
Other Services & Charges	34,695		34,695		\$34,695		34,695		34,695
Capital Outlays	0		0		\$0		0		0
Total - Muni Clerk	\$193,846	\$0	\$193,846	\$0	\$193,846	-\$41	\$193,805	0	\$193,805
Accounting									
Personnel	\$271,881		\$271,881		\$271,881	-\$22	\$271,859		\$271,859
Supplies & Expenses	6,855		6,855		\$6,855		6,855		6,855
Other Services & Charges	2,075		2,075		\$2,075		2,075		2,075
Capital Outlays	0		0		\$0		0		0
Total - Accounting	\$280,811	\$0	\$280,811	\$0	\$280,811	-\$22	\$280,789	0	\$280,789
Purchasing									
Personnel	\$134,382		\$134,382		\$134,382	-\$162	\$134,220		\$134,220
Supplies & Expenses	6,628		6,628		\$6,628		6,628		6,628
Other Services & Charges	900		900		\$900		900		900
Capital Outlays	0		0		\$0		0		0
Total - Purchasing	\$141,910	\$0	\$141,910	\$0	\$141,910	-\$162	\$141,748	0	\$141,748
City Attorney									
Personnel	\$93,242		\$93,242		\$93,242	-\$8	\$93,234	200	\$93,434
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	18,500		18,500		\$18,500		18,500		18,500
Capital Outlays	0		0		\$0		0		0
Total - City Attorney	\$111,742	\$0	\$111,742	\$0	\$111,742	-\$8	\$111,734	200	\$111,934
Human Resources									
Personnel	\$196,129		\$196,129		\$196,129	-\$57	\$196,072		\$196,072
Supplies & Expenses	8,920		8,920	2,000	\$10,920		10,920		10,920
Other Services & Charges	4,640	3,200	7,840	3,000	\$10,840		10,840		10,840
Capital Outlays	0		0		\$0		0		0

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	November Amend'ts	Amended Budgets	Jan-May Amend'ts	Amended Budgets	June Amend'ts	Amended Budgets	Proposed September Amend'ts	Proposed Budgets
Total - Human Resources	\$209,689	\$3,200	\$212,889	\$5,000	\$217,889	-\$57	\$217,832	0	\$217,832
Loss Control									
Personnel	\$104,729		\$104,729		\$104,729		\$105,285	274	\$105,559
Supplies & Expenses	5,505	217	5,722		\$5,722		5,722		5,722
Other Services & Charges	4,845		4,845		\$4,845		4,845		4,845
Capital Outlays	0	0	0		\$0		0		0
Total - Loss Control	\$115,079	\$217	\$115,295	\$0	\$115,295		\$115,852	274	\$116,126
Urban Development									
Personnel	\$459,116		\$459,116		\$459,116		\$459,737		\$459,737
Supplies & Expenses	26,960	1,514	28,474		\$28,474		28,474		28,474
Other Services & Charges	180,841	2,362	183,203	3,780	\$186,983	\$3,350	190,333		190,333
Capital Outlays	0	0	0		\$0		0		0
Total - Urban Dev.	\$666,917	\$3,876	\$670,793	\$3,780	\$674,573	\$3,971	\$678,544	0	\$678,544
Information Systems									
Personnel	\$384,354		\$384,354		\$384,354	-\$20	\$384,334	700	\$385,034
Supplies & Expenses	46,950		46,950		\$46,950	\$5,000	51,950	200	52,150
Other Services & Charges	272,150		272,150		\$272,150		272,150	-200	271,950
Capital Outlays	245,000	435,904	680,904		\$680,904		680,904		680,904
Total - Inf. Systems	\$948,454	\$435,904	\$1,384,358	\$0	\$1,384,358	\$4,980	\$1,389,338	700	\$1,390,038
Gen. Gov't Building									
Personnel		\$0	\$0		\$0		\$0		\$0
Supplies & Expenses	27,035	27,035	27,035		\$27,035		27,035		27,035
Other Services & Charges	124,833	1,400	126,233		\$126,233		126,233		126,233
Capital Outlays	0	0	0		\$0		0		0
Total - Gen. Gov't Building	\$151,868	\$1,400	\$153,268	\$0	\$153,268	\$0	\$153,268	0	\$153,268
Intermodal Facility (Depot) O & M:									
Personnel		\$0	\$0		\$0		\$0		\$0
Supplies & Expenses	13,500		13,500		\$13,500		13,500		13,500
Other Services & Charges	124,340		124,340		\$124,340		124,340		124,340
Capital Outlays	0	0	0		\$0		0		0
Total - Depot O & M	\$137,840	\$0	\$137,840	\$0	\$137,840	\$0	\$137,840	0	\$137,840
Metro Planning									
Personnel	\$209,411		\$209,411		\$209,411	-\$15	\$209,396		\$209,396
Supplies & Expenses	6,300		6,300	9,493	\$15,793		15,793		15,793
Other Services & Charges	6,600		6,600	93,450	\$100,050		100,050		100,050
Capital Outlays	500		500		\$500		500		500
Total - Metro Planning	\$222,811	\$0	\$222,811	\$102,943	\$325,754	-\$15	\$325,739	0	\$325,739
Gen. Gov't Insurance/Other serv.									
Personnel	\$3,171		\$3,171		\$3,171		\$3,171		\$3,171
Supplies & Expenses	1,200		1,200		\$1,200		1,200		1,200
Other Services & Charges	1,734,168		1,734,168		\$1,734,168	\$20,000	1,754,168		1,754,168
Capital Outlays	0	0	0		\$0		0		0
Total - Gen. Gov't Insurance/Other Serv.	\$1,738,539	\$0	\$1,738,539	\$0	\$1,738,539	\$20,000	\$1,758,539	0	\$1,758,539
Federal Programs Administration									
Personnel	\$132,184		132,184		\$132,184	\$2,162	134,346		134,346
Supplies	9,170		9,170	-\$4,920	\$4,250		4,250		4,250
Other Services & Charges	6,400		6,400	-\$4,000	\$2,400		2,400		2,400
Capital Outlay	0	0	0		\$0		0		0
Total - Federal Programs Admin.	\$147,754	\$0	\$147,754	-\$8,920	\$138,834	\$2,162	\$140,986	\$0	\$140,985
Recap - General Government Cost Centers									
Personnel	\$3,836,918	\$0	\$3,836,918	\$0	\$3,836,918	\$4,115	\$3,841,033	\$20,260	\$3,861,293
Supplies & Expenses	\$194,638	\$1,731	\$196,369	\$11,490	\$207,859	\$5,500	\$213,359	\$1,700	\$215,059
Other Services & Charges	\$2,938,572	\$9,763	\$2,948,335	\$122,230	\$3,070,565	\$15,350	\$3,085,915	\$28,900	\$3,114,815
Capital Outlays	\$319,500	\$440,254	\$759,754	\$100	\$759,854	\$0	\$759,854	\$0	\$759,854
Total - Gen. Government	\$7,289,628	\$451,748	\$7,741,376	\$133,820	\$7,875,196	\$24,965	\$7,900,161	\$50,860	\$7,951,021
Police									
Personnel	\$9,150,415		\$9,150,415		\$9,150,415	\$16,380	\$9,167,295		\$9,167,295
Supplies & Expenses	746,641		746,641	380	\$747,021	\$4,000	751,021	64,000	815,021
Other Services & Charges	484,291	5,000	489,291	13,534	\$502,825	\$5,000	507,825	10,000	517,825
Capital Outlays	584,440	\$2,051	616,491	-180	\$616,311	\$341,000	957,311	-48,000	909,311
Total - Police	\$10,945,787	\$57,051	\$11,002,838	\$13,734	\$11,016,572	\$366,880	\$11,383,452	26,000	\$11,409,452
Police & Fire Training									
Personnel	\$33,433		\$33,433		\$33,433	-\$38	\$33,395		\$33,395
Supplies & Expenses	146,368	33,290	179,658	-280	\$179,378		179,378		179,378
Other Services & Charges	122,764	10,523	133,287		\$133,287		133,287		133,287
Capital Outlays	0	74,694	74,694		\$74,694		74,694		74,694
Total - Police & Fire Training	\$302,565	\$118,507	\$421,072	-\$280	\$420,792	-\$38	\$420,754	0	\$420,754
Fire									
Personnel	\$6,606,588		\$6,606,588		\$6,606,588	\$34,120	\$6,640,708	70,000	\$6,710,708
Supplies & Expenses	368,855	-19,000	349,855		\$349,855		349,855	24,000	373,855
Other Services & Charges	317,095	-2,400	314,695		\$314,695		314,695	-6,800	307,895
Capital Outlays	0	23,000	23,000		\$23,000		23,000		23,000
Total - Fire Dept.	\$7,292,538	\$1,600	\$7,294,138	\$0	\$7,294,138	\$34,120	\$7,328,258	87,200	\$7,415,458

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2013

	Original FY 2013		November		Jan-May		June		Proposed September	
	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts
Code Enforcement										
Personnel	\$542,694		\$542,694		\$542,694		\$8,410		\$551,104	
Supplies & Expenses	31,397		32,069		\$32,069		\$1,000		33,069	
Other Services & Charges	55,572		57,722		\$57,722				57,722	
Capital Outlays	42,000		42,000		\$42,000				42,000	
Total - Code Enforcement	\$671,663		\$674,485		\$674,485		\$9,410		\$683,895	
Contractual Services - Public Safety										
Personnel	\$162,940		\$162,940		\$162,940		\$187,270		\$211,950	
Supplies & Expenses	0		0		\$0		0		0	
Other Services & Charges	1,512,445		1,512,445		\$1,903,379		\$350,000		2,253,379	
Capital Outlays	0		0		\$0		0		0	
Total - Cont. Serv. - Public Safety	\$1,675,385		\$1,675,385		\$2,059,649		\$350,000		\$2,440,649	
Public Services Cost Centers:										
Traffic Maint.										
Personnel	\$360,960		\$360,960		\$360,960		-\$385		\$360,575	
Supplies & Expenses	137,544		137,544		84,950				222,494	
Other Services & Charges	44,492		44,492		144,600				189,092	
Capital Outlays	37,550		122,723		\$122,723				122,723	
Total - Traffic Maint.	\$560,546		\$665,719		\$685,269		-\$385		\$894,894	
Streets										
Personnel	\$1,689,175		\$1,689,175		\$1,689,175		\$16,295		\$1,705,470	
Supplies & Expenses	466,250		477,786		\$477,786				477,786	
Other Services & Charges	233,956		236,772		\$236,772				236,772	
Capital Outlays	0		10,438		\$10,438				10,438	
Total - Streets	\$2,389,381		\$2,414,171		\$2,414,171		\$16,295		\$2,430,466	
Street Lights										
Personnel	0		\$0		\$0		\$0		\$0	
Supplies & Expenses	0		0		\$0		0		0	
Other Services & Charges	1,100,000		1,100,000		\$1,100,000		1,100,000		1,100,000	
Capital Outlays	0		0		\$0		0		0	
Total - Street Lights	\$1,100,000		\$1,100,000		\$1,100,000		\$0		\$1,100,000	
Engineering										
Personnel	\$339,580		\$339,580		\$339,580		-\$5,151		\$334,429	
Supplies & Expenses	19,200		19,200		\$19,200		\$2,000		21,200	
Other Services & Charges	262,753		271,700		\$410,300		\$150,000		560,300	
Capital Outlays	0		0		\$0		0		0	
Total - Engineering	\$621,533		\$630,480		\$769,080		\$146,849		\$915,929	
Shop										
Personnel	\$462,974		\$462,974		\$1,000		\$1,368		\$465,342	
Supplies & Expenses	47,675		47,675		\$47,675		\$3,000		50,675	
Other Services & Charges	47,351		47,351		\$47,351		\$1,000		48,351	
Capital Outlays	8,000		8,000		\$8,000		8,000		8,000	
Total - Shop	\$566,000		\$566,000		\$1,000		\$5,368		\$572,368	
GOPS										
Personnel	\$314,650		\$314,650				\$15		\$314,665	
Supplies & Expenses	16,600		16,885		\$16,885		16,885		16,885	
Other Services & Charges	24,535		24,535		\$24,535		24,535		24,535	
Capital Outlays	5,945		5,945		\$5,945		5,945		5,945	
Total - GOPS	\$361,730		\$362,015		\$0		\$15		\$362,030	
Drainage										
Personnel	\$170,878		\$170,878		\$170,878		\$1,710		\$172,588	
Supplies & Expenses	74,330		77,726		\$77,726		77,726		77,726	
Other Services & Charges	436,000		436,000		\$436,000		436,000		436,000	
Capital Outlays	934,850		934,850		\$934,850				934,850	
Total - Drainage	\$1,616,058		\$1,619,454		\$0		\$1,710		\$1,621,164	
Construction										
Personnel	\$646,819		\$646,819		\$646,819		\$7,639		\$654,458	
Supplies & Expenses	140,634		140,634		\$201,484		-\$15,887		185,587	
Other Services & Charges	106,035		116,242		\$5,330		\$18,000		139,572	
Capital Outlays	44,500		44,500		\$62,500		62,500		62,500	
Total - Construction	\$937,988		\$948,195		\$84,180		\$9,742		\$1,042,117	
Sanitation										
Personnel	\$1,278,299		\$1,278,299		\$1,278,299		-\$45,811		\$1,232,488	
Supplies & Expenses	341,350		348,054		\$348,054				348,054	
Other Services & Charges	954,865		954,865		\$685,750		\$70,000		1,690,615	
Capital Outlays	0		0		\$0		0		0	
Total - Sanitation	\$2,574,514		\$2,581,218		\$665,750		\$24,189		\$3,271,157	
Street Cleaning										
Personnel	\$63,720		\$63,720		\$63,720		\$3,287		\$67,007	
Supplies & Expenses	24,800		24,800		\$24,800		24,800		24,650	
Other Services & Charges	11,100		11,100		\$11,100		11,100		11,100	
Capital Outlays	0		204,793		\$204,793				204,793	
Total - Street Cleaning	\$99,620		\$204,793		\$304,413		\$3,287		\$307,700	

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	November Amend'ts	Amended Budgets	Jan-May Amend'ts	Amended Budgets	June Amend'ts	Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
Health									
Personnel	\$405,904		\$405,904		\$405,904	\$2,810	\$408,714		\$408,714
Supplies & Expenses	143,900	1,106	145,006		\$145,006	\$1,500	146,506	7,000	153,506
Other Services & Charges	8,650		8,650		\$8,650		8,650		8,650
Capital Outlays	0		0		0		0		0
Total - Health	\$558,454	\$1,106	\$559,560	\$0	\$559,560	\$4,310	\$563,870	7,000	\$570,870
Recap - Public Services:									
Personnel	\$5,732,959	\$0	\$5,732,959	\$1,000	\$5,733,959	-\$18,223	\$5,715,736	5,550	\$5,721,286
Supplies & Expenses	\$1,412,283	23,027	\$1,435,310	145,800	\$1,581,110	-9,397	\$1,571,713	79,350	\$1,651,063
Other Services & Charges	\$3,229,737	21,970	\$3,251,707	\$954,280	\$4,205,987	239,000	\$4,444,987	130,000	\$4,574,987
Capital Outlays	\$1,030,845	300,404	\$1,331,249	18,000	\$1,349,249	0	\$1,349,249	0	\$1,349,249
Total - Public Services	\$11,405,824	\$345,401	\$11,751,225	\$1,113,080	\$12,870,305	\$211,300	\$13,081,605	214,900	\$13,296,505
Animal Control									
Personnel	\$126,599		\$126,599		\$126,599	\$210	\$126,809		\$126,809
Supplies & Expenses	23,950		23,950		\$23,950		23,950		23,950
Other Services & Charges	123,073		123,073		\$123,073		123,073		123,073
Capital Outlays	0		0		0		0		0
Total - Animal Control	\$273,622	\$0	\$273,622	\$0	\$273,622	\$210	\$273,832	0	\$273,832
Human/Social Assist.									
Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0
Other Services & Charges			159,500		\$159,500		159,500		159,500
Capital Outlays			0		0		0		0
Total - Human/Social Assist.	\$159,500	\$0	\$159,500	\$0	\$159,500		\$159,500	0	\$159,500
Economic Dev.									
Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0
Other Services & Charges			160,000		\$160,000		160,000		160,000
Capital Outlays			0		0		0		0
Total - Economic Dev.	\$160,000	\$0	\$160,000	\$0	\$160,000		\$160,000	0	\$160,000
Debt Service									
Principal	\$1,741,650	\$162,000	\$1,903,550		\$1,903,550		\$1,903,550	-111,000	\$1,792,550
Interest	191,175	\$11,800	\$202,775		\$202,775		\$202,775	-7,100	\$195,675
Total Debt Service	\$1,932,725	\$173,800	\$2,106,325	\$0	\$2,106,325	\$0	\$2,106,325	-118,100	\$1,988,225
Airport									
Personnel	\$96,630		\$96,630	\$2,915	\$99,545	\$968	\$100,513		\$100,513
Supplies & Expenses	56,198		56,198		\$56,198		56,198		56,198
Other Services & Charges	72,975		72,975		\$72,975		72,975	-11,000	61,975
Capital Outlays	0		0		0		0	11,000	11,000
Total - Airport	\$225,803	\$0	\$225,803	\$2,915	\$228,718	\$968	\$229,686	0	\$229,686
Cemetery									
Personnel	\$613,452		\$613,452	\$1,000	\$614,452	\$26,321	\$640,773		\$640,773
Supplies & Expenses	89,350		89,350	1,263	\$90,613	\$12,800	103,413	6,700	110,113
Other Services & Charges	53,350		53,350		\$53,350		53,350		53,350
Capital Outlays	79,500		79,500		\$79,500		79,500		79,500
Total - Cemetery	\$835,652	\$0	\$835,652	\$2,263	\$837,915	\$39,121	\$877,036	6,700	\$883,736
Parking Garages									
Personnel	\$191,979		\$191,979		\$191,979	\$1,713	\$193,692		\$193,692
Supplies & Expenses	7,250		7,250		\$7,250		7,250		7,250
Other Services & Charges	82,402	3,137	85,539		\$85,539		85,539		85,539
Capital Outlays	10,000		10,000	70,000	\$80,000		80,000		80,000
Total - Parking Garages	\$291,631	\$3,137	\$294,768	\$70,000	\$364,768	\$1,713	\$366,481	0	\$366,481
Transfers to Other Funds	\$3,187,234	20,000	\$3,207,234	100,000	\$3,307,234		\$3,307,234		\$3,307,234
EXPENDITURES & TRANSFERS	\$46,649,557	\$1,173,866	\$47,823,423	\$1,856,796	\$49,680,219	\$1,038,729	\$50,718,948	292,240	\$51,011,188
Recap - General Fund									
Personnel	\$27,094,607	\$0	\$27,094,607	\$29,245	\$27,123,852	\$74,476	\$27,198,328	120,490	\$27,318,818
Supplies & Expenses	3,076,930	39,720	\$3,116,650	158,653	\$3,275,303	13,903	\$3,289,206	177,750	\$3,466,956
Other Services & Charges	9,311,776	50,143	\$9,361,919	1,480,978	\$10,842,897	809,350	\$11,652,247	151,100	\$11,803,347
Capital Outlays	2,046,285	890,403	\$2,936,688	87,920	\$3,024,608	341,000	\$3,365,608	-39,000	\$3,326,608
Principal Payments	1,741,550	162,000	\$1,903,550	0	\$1,903,550	0	\$1,903,550	-111,000	\$1,792,550
Interest Payments	191,175	11,800	\$202,775	0	\$202,775	0	\$202,775	-7,100	\$195,675
Total - Gen. Fund Cost Centers	\$43,462,323	\$1,153,866	\$44,616,189	\$1,766,706	\$46,372,895	\$1,038,729	\$47,411,714	292,240	\$47,703,954
Transfers to Other Funds	3,187,234	20,000	\$3,207,234	100,000	\$3,307,234	0	\$3,307,234	0	\$3,307,234
Total - Expenditures & Transfers	\$46,649,557	\$1,173,866	\$47,823,423	\$1,856,796	\$49,680,219	\$1,038,729	\$50,718,948	\$292,240	\$51,011,188
Ending Cash Budget	\$2,270,959	-\$205,575	\$2,065,384	-\$624,688	\$1,440,696	\$25,271	\$1,465,967	-\$267,560	\$1,198,407

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	Nov. Amend'ts	Amended Budgets	Jan-May Amend'ts	Amended Budgets	June Amend'ts	Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
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Parks & Recreation (Fund #2):

Recreation Maint. Cost Center									
Personnel	\$1,082,984		\$1,082,984		\$1,082,984	\$4,060	\$1,087,044		\$1,087,044
Supplies & Expenses	357,446		357,446		\$357,446	5,404	362,850	30,000	392,850
Other Services & Charges	189,170	2,089	191,259	20,000	\$211,259	1,500	212,759		212,759
Capital Outlays	489,000	35,890	\$524,890	209,528	\$734,418	188,254	922,672		922,672
Total - Recreation Maint.	\$2,118,600	\$37,979	\$2,156,579	\$229,528	\$2,386,107	199,218	\$2,585,325	30,000	\$2,615,325

Recreation Admin.

Personnel	\$469,918		\$469,918	\$28,518	\$498,436	-5,560	\$492,876		\$492,876
Supplies & Expenses	98,680	1,810	100,490	4,200	\$104,690		104,690		104,690
Other Services & Charges	456,884		456,884		\$456,884		456,884		456,884
Capital Outlays	0	0	0		\$0		0		0
Total - Recreation Admin.	\$1,025,482	\$1,810	\$1,027,292	\$32,718	\$1,060,010	-5,560	\$1,054,450	0	\$1,054,450

Kemper Park Zoo

Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses			0		0		0		0
Other Services & Charges			0		\$0		0		0
Capital Outlays			0		\$0		0		0
Total - Kemper Park	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0

Recap - Parks & Recreation Fund:

Personnel	\$1,552,902	\$0	\$1,552,902	\$28,518	\$1,581,420	-\$1,500	\$1,579,920	0	\$1,579,920
Supplies & Expenses	456,126	1,810	457,936	4,200	\$462,136	5,404	467,540	30,000	497,540
Other Services & Charges	646,054	2,089	648,143	20,000	\$668,143	1,500	669,643	0	669,643
Capital Outlays	489,000	35,890	\$524,890	209,528	\$734,418	188,254	922,672	0	922,672
Total - Recreation Maint.	\$3,144,082	\$37,789	\$3,181,871	\$262,246	\$3,444,117	\$193,668	\$3,637,775	\$30,000	\$3,667,775

Municipal Fire Protection (Fund #5):

Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses	72,000		72,000		\$72,000		72,000		72,000
Other Services & Charges	44,500		44,500		\$44,500		44,500		44,500
Capital Outlays	423,761	6,728	430,489		\$430,489		430,489		430,489
Principal Payments	148,560		148,560		\$148,560		148,560		148,560
Interest Payments	23,540		23,540		\$23,540		23,540		23,540
Total - Municipal Fire Prot. Fun	\$772,361	\$6,728	\$779,089	\$0	\$779,089	\$0	\$779,089	\$0	\$779,089

Special Streets (Fund #8):

Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0
Other Services & Charges	261,000		261,000		\$261,000		261,000		261,000
Capital Outlays			0		\$0		0		0
Total - Special Streets	\$261,000	\$0	\$261,000	\$0	\$261,000	0	\$261,000	0	\$261,000

Water & Sewer Operation & Maint. (Fund #9):

Customer Accounts Cost Center									
Personnel	\$231,808	\$159,912	\$391,720		\$391,720	-1,783	\$389,937		\$389,937
Supplies & Expenses	7,968	13,000	20,968		\$20,968	6,300	27,268		27,268
Other Services & Charges	121,730	12,300	134,030		\$134,030	-1,500	132,530		132,530
Capital Outlays	0	8,000	8,000	20,000	\$28,000		28,000	0	28,000
Total - Customer Accounts	\$361,506	\$193,212	\$554,718	\$20,000	\$574,718	3,017	\$577,735	0	\$577,735

Water Transmission Cost Center

Personnel	\$897,533	-\$159,912	\$737,621		\$737,621	-5,005	\$732,616		\$732,616
Supplies & Expenses	182,600	-10,000	172,600		\$172,600	5,500	178,100	16,000	194,100
Other Services & Charges	550,500		550,500		\$550,500	-45,000	505,500	-30,000	475,500
Capital Outlays	40,000		40,000		\$40,000		40,000		40,000
Total - Water Trans.	\$1,670,633	-\$159,912	\$1,510,721	\$0	\$1,510,721	-44,505	\$1,466,216	-14,000	\$1,442,216

Plant Cost Center

Personnel	\$564,776		\$564,776	\$3,000	\$567,776	-1,212	\$566,564		\$566,564
Supplies & Expenses	168,450	697	169,147		\$169,147	16,000	185,147	-23,000	162,147
Other Services & Charges	941,510	44,854	986,364		\$986,364	5,000	991,364	-21,000	970,364
Capital Outlays	19,500		19,500		\$19,500		19,500	4,500	24,000
Total - Plant	\$1,684,236	\$45,551	\$1,729,787	\$3,000	\$1,732,787	19,788	\$1,752,575	-39,500	\$1,713,075

Sewer Cost Center

Personnel	\$686,706		\$686,706		\$686,706	-7,081	\$679,625		\$679,625
Supplies & Expenses	259,500		259,500		\$259,500	81,500	341,000		341,000
Other Services & Charges	937,250	719	937,969		\$937,969	210,000	1,147,969	100,000	1,247,969
Capital Outlays	3,000	304,840	307,840		\$307,840		307,840		307,840
Total - Water Trans.	\$1,886,456	\$305,559	\$2,192,015	\$0	\$2,192,015	284,419	\$2,476,434	100,000	\$2,576,434

Lagoon Cost Center

Personnel	\$258,485		\$258,485		\$258,485	-767	\$257,718		\$257,718
Supplies & Expenses	376,800		376,800		\$376,800	15,000	391,800	3,000	394,800
Other Services & Charges	1,722,400	7,400	1,729,800		\$1,729,800	-97,000	1,632,800	24,000	1,656,800
Capital Outlays	60,000		60,000		\$60,000		60,000		60,000
Principal Payments		0	0		\$0		0		0
Interest Payments		0	0		\$0		0		0
Total - Lagoon Cost Center	\$2,417,685	\$7,400	\$2,425,085	\$0	\$2,425,085	-82,767	\$2,342,318	27,000	\$2,369,318

Recap: Water & Sewer O & M Fund:

Personnel	\$2,629,308	\$0	\$2,629,308	\$3,000	\$2,632,308	-\$15,848	\$2,616,460	\$0	\$2,616,460
Supplies & Expenses	995,318	3,697	999,015	0	\$999,015	124,300	1,123,315	-4,000	1,119,315
Other Services & Charges	4,273,390	65,273	4,338,663	0	\$4,338,663	71,500	4,410,163	73,000	4,483,163
Capital Outlays	122,500	312,840	435,340	20,000	\$455,340	0	455,340	4,500	459,840
Principal Payments	0	0	0	0	\$0	0	0	0	0

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	Nov. Amend'ts	Amended Budgets	Jan-May Amend'ts	Amended Budgets	June Amend'ts	Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
Interest Payments									
Total - Water & Sewer O & M Fund	\$8,020,516	\$387,810	\$8,408,326	\$23,000	\$8,425,326	\$179,962	\$8,605,278	\$73,500	\$8,678,778
Water & Sewer Bond & Int. (Fund #10):									
Principal Payments	\$2,070,000		\$2,070,000		\$2,070,000		\$2,070,000		\$2,070,000
Interest Payments	\$1,240,325		\$1,240,325	\$20,700	\$1,261,025		\$1,261,025		\$1,261,025
Paying Agent Fees	\$2,500		\$2,500		\$2,500		\$2,500		\$2,500
Total - W & S Bond & Int. Fund	\$3,312,825	\$0	\$3,312,825	\$20,700	\$3,333,525	0	\$3,333,525	\$0	\$3,333,525
Water & Sewer Revenue (Fund #11):									
Principal Payments	\$463,210		\$463,210		\$463,210		\$463,210		\$463,210
Interest Payments	\$1,660		\$1,660		\$1,660		\$1,660		\$1,660
other services & charges	22,400		22,400		22,400		22,400		22,400
Transfers to other funds	14,199,230		14,199,230		\$14,199,230		14,199,230		14,199,230
Total - W & S Revenue Fund	\$14,766,500	\$0	\$14,766,500	\$0	\$14,766,500	0	\$14,766,500	\$0	\$14,766,500
1999 Tax Increment (Walmart) Bond & Int (Fund #12):									
Principal Payments	\$55,000		\$55,000		\$55,000		\$55,000		\$55,000
Interest Payments	9,200		9,200		9,200		9,200		9,200
Paying Agent Fees	2,000		2,000		2,000		2,000		2,000
Total - 1999 TIF Bond & Int Fund	\$66,200	0	\$66,200	0	\$66,200	0	\$66,200	\$0	\$66,200
City Bond & Interest (Fund #13):									
Principal Payments	\$3,290,730		\$3,290,730		\$3,290,730		\$3,290,730		\$3,290,730
Interest Payments	636,613		636,613		\$636,613		636,613		636,613
Other Services & Charges	116,759		116,759		\$116,759		116,759		116,759
Paying Agent Fees	15,000		15,000		\$15,000		15,000		15,000
Total - 1999 TIF Bond & Int Fund	\$4,059,102	\$0	\$4,059,102	\$0	\$4,059,102	\$0	\$4,059,102	\$0	\$4,059,102
USA Yeast Bond & Interest (Fund #15):									
Principal Payments	\$385,000		\$385,000		\$385,000		\$385,000		\$385,000
Interest Payments	23,100		23,100		\$23,100		23,100		23,100
other services & charges	5,000		5,000		\$5,000		5,000		5,000
Total - 1999 TIF Bond & Int Fund	\$413,100	0	\$413,100	0	\$413,100	0	\$413,100	0	\$413,100
Police Fines & Forfeitures (Fund #19):									
Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses	145,400	1,839	147,239	5,261	\$152,500		152,500		152,500
Other Services & Charges	30,000	-2,939	27,061		\$27,061		27,061		27,061
Capital Outlays	74,600		74,600	23,047	\$97,647		97,647		97,647
Transfers			0		\$0		0		0
Total - Fines & Forf. Fund	\$250,000	-\$1,100	\$248,900	\$28,308	\$277,208	\$0	\$277,208	\$0	\$277,208
Series 2002 TIF Bond & Int (Southern Pointe, Fund #20):									
Principal Payments	\$85,000		\$85,000		\$85,000		\$85,000		\$85,000
Interest Payments	3,825		3,825		\$3,825		3,825		3,825
other services & charges	1,250		1,250		\$1,250		1,250		1,250
Total - 1999 TIF Bond & Int Fund	\$90,075	0	\$90,075	0	\$90,075	0	\$90,075	0	\$90,075
Series 2004 TIF Bond & Int (Home Depot, Fund #21):									
Principal Payments	\$75,000		\$75,000		\$75,000		\$75,000		\$75,000
Interest Payments	8,345		8,345		\$8,345		8,345		8,345
other services & charges	1,000		1,000		\$1,000		1,000		1,000
Total - 2004 TIF Bond & Int Fund	\$84,345	0	\$84,345	0	\$84,345	0	\$84,345	0	\$84,345
Series 2003 TIF Bond & Int (Chauvet Sq., Fund #22):									
Principal Payments	\$95,000		\$95,000		\$95,000		\$95,000		\$95,000
Interest Payments	97,210		97,210		\$97,210		97,210		97,210
other services & charges	2,000		2,000		\$2,000		2,000		2,000
Transfers to other Funds			0		\$0		0		0
Total - 2003 TIF Bond & Int Fund	\$194,210	\$0	\$194,210	\$0	\$194,210	0	\$194,210	0	\$194,210
Series 2007 TIF Bond & Int (Turtle Creek Fund 23):									
Principal Payments	285,000		285,000		\$285,000		285,000		285,000
Interest Payments	149,776		149,776		\$149,776		149,776		149,776
Other Services & Charges	5,000		5,000		\$5,000		5,000		5,000
Total - 2007 TIF Bond & Int Fund	\$439,776	\$0	\$439,776	\$0	\$439,776	\$0	\$439,776	\$0	\$439,776
Series 2008 TIF Bond & Int (Lincoln Center Fund 24):									
Principal Payments	\$35,000		\$35,000		\$35,000		\$35,000		\$35,000
Interest Payments	18,700		18,700		\$18,700		18,700		18,700
Other Services & Charges	\$1,000		\$1,000		\$1,000		\$1,000		\$1,000
Total - 2008 TIF Bond & Int Fund	\$54,700	\$0	\$54,700	\$0	\$54,700	\$0	\$54,700	\$0	\$54,700
Series 2011 TIF Bond & Int (Turtle Creek Commons/Kohl's Fund 25):									
Principal Payments	\$60,000		\$60,000		\$60,000		\$60,000		\$60,000
Interest Payments	32,000		32,000		\$32,000		32,000		32,000
Other Services & Charges	\$1,000		\$1,000		\$1,000		\$1,000		\$1,000
Total - 2011 TIF Bond & Int Fund	\$93,000	\$0	\$93,000	\$0	\$93,000	\$0	\$93,000	\$0	\$93,000
Airport Imp. (Fund #39):									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	1,413,440	-271,311	1,142,129	306,864	\$1,448,993		1,448,993		1,448,993
Total - Airport Imp. Fund	\$1,413,440	-\$271,311	\$1,142,129	\$306,864	\$1,448,993	\$0	\$1,448,993	\$0	\$1,448,993
2009 Gen. Oblig. Refunding Bonds (Fund #50)									
Bonds Redeemed			0		0		0		0

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	Nov. Amend'ts	Amended Budgets	Jan-May Amend'ts	Amended Budgets	June Amend'ts	Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
Interest on Bonds			0		0		0		0
Paying Agent Fees			0		0		0		0
Other Services & Charges			0		0		0		0
Total - 2007 G.O. Refunding	0	0	0	0	0	0	0	0	0

Municipal Road & Bridge (Fund #72):

Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses	225,000		225,000		\$225,000		225,000		225,000
Other Services & Charges	666,000	41,650	707,650		\$707,650	405,000	1,112,650		1,112,650
Capital Outlays	9,071,294	173,291	9,244,585		\$9,244,585	-405,000	8,839,585		8,839,585
Principal	24,293		24,293		\$24,293		24,293		24,293
Interest	5,690		5,690		\$5,690		5,690		5,690
Total - Municipal Road & Bridge	\$9,992,277	\$214,941	\$10,207,218	\$0	\$10,207,218	\$0	\$10,207,218	\$0	\$10,207,218

Mass Transit (Fund #73):

Personnel	\$590,784		\$590,784		\$590,784	-908	\$589,876		\$589,876
Supplies & Expenses	224,300		224,300		\$224,300		224,300		224,300
Other Services & Charges	169,900		169,900		\$169,900		169,900	-10,612	159,288
Capital Outlays	422,579	598,049	1,020,628		\$1,020,628		1,020,628		1,020,628
Total - Mass Transit Fund	\$1,407,563	\$598,049	\$2,005,612	\$0	\$2,005,612	-\$908	\$2,004,704	\$26,388	\$2,031,092

Water & Sewer Construction (Fund #79):

Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0
Other Services & Charges	1,050,000		1,050,000		\$1,050,000		1,050,000		1,050,000
Capital Outlays	8,690,553		8,690,553	5,276,909	\$13,967,462		13,967,462		13,967,462
Total - W & S Construction Fun	\$9,740,553	\$0	\$9,740,553	\$5,276,909	\$15,017,462	\$0	\$15,017,462	\$0	\$15,017,462

Community Centers (Fund #77):

Personnel	\$506,314		\$506,314		\$506,314	-307	\$506,007		\$506,007
Supplies & Expenses	67,900		67,900		\$67,900		67,900		67,900
Other Services & Charges	263,150	-39,600	223,550	374,800	\$598,350	55,615	653,965		653,965
Capital Outlays	183,500	-28,500	155,000		\$155,000		155,000		155,000
Total - Community Centers Fun	\$1,020,864	-\$68,100	\$952,764	\$374,800	\$1,327,564	\$55,308	\$1,382,872	\$0	\$1,382,872

Series 2009 G.O. Bonds - AMR Project (Fund #78)

Supplies			0		\$0		0		0
Other Services & Charges	\$100,000	-\$61,850	38,150		\$38,150		38,150		38,150
Capital Outlay	100,000	-\$88,432	11,568		\$11,568		11,568		11,568
Total - Series 2009 G.O. Bonds	\$200,000	-\$150,282	\$49,718	\$0	\$49,718	0	\$49,718	\$0	\$49,718

Community Dev. Block Grant (Fund #82):

Personnel	\$229,589		\$229,589		\$229,589	807	\$230,396		\$230,396
Supplies & Expenses	7,900		7,900		\$7,900		7,900		7,900
Other Services & Charges	564,755	-23,135	541,619		\$541,619	-807	540,812		540,812
Capital Outlays	1,171,824		1,171,824	-20,364	\$1,151,460		1,151,460		1,151,460
Transfers			0		\$0		0		0
Total - CDBG Fund	\$1,974,068	-\$23,135	\$1,950,932	-\$20,364	\$1,930,568	\$0	\$1,930,568	\$0	\$1,930,568

Series 2002 TIF (Southern Pointe) Construction (Fund # 88):

Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	0		0		\$0		0		0
Transfers to other Funds	0		0		\$0		0		0
Total - Series 2002 Const. Fun	\$0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0

Series 2004 TIF (Home Depot) Construction (Fund # 89):

Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	0		0		\$0		0		0
Transfers	0		0		\$0		0		0
Total - Series 2004 Const. Fun	\$0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0

Series 2008 G.O. Note (Downtown Lighting)(Fund # 90):

Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	0		0		\$0		0		0
Transfers	0		0		\$0		0		0
Total - Series 2004 Const. Fun	\$0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0

TIF (Turtle Creek) Construction (Fund # 91):

Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	0		0		\$0		0		0
Transfers	0		0	49	\$49		49		49
Total - Series 2004 Const. Fun	\$0	\$0	\$0	\$49	\$49	0	\$49	\$0	\$49

Series 2001 G.O. Bond Construction (Fund # 95):

Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	187,300		187,300		\$187,300		187,300		187,300
Transfers	0		0		\$0		0		0
Total - Series 2001 Const. Fun	\$187,300	\$0	\$187,300	\$0	\$187,300	0	\$187,300	\$0	\$187,300

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	Nov. Amend'ts	Amended Budgets	Jan-May Amend'ts	Amended Budgets	June Amend'ts	Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
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Mississippi Dev. Bank Construction (Fund # 98):

Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0
Other Services & Charges			0		\$0		0		0
Capital Outlays	42,207	86,715	127,922	-17,628	\$110,294		110,294		110,294
Total - MDB Fund	\$42,207	\$86,715	\$127,922	-\$17,628	\$110,294	0	\$110,294	\$0	\$110,294

Kemper Park Imp. (Fund #98):

Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	100,000	-13,903	86,097		\$86,097		86,097		86,097
Total - Kemper Park Imp. Fund	\$100,000	-\$13,903	\$86,097	\$0	\$86,097	0	\$86,097	\$0	\$86,097

Series 2010 Water & Sewer G.O. Constr. (Fund #99):

Personnel									
Supplies & Expenses					\$0				
Other Services & Charges			0		\$0		0		0
Capital Outlay	\$868,299		868,299		\$868,299		868,299		868,299
Total - Series 2010 Constr.	\$868,299	\$0	\$868,299	\$0	\$868,299		\$868,299		\$868,299

Series 2012 Water & Sewer Const. (Fund #94):

Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	9,106,410	-1,111,122	7,995,288	0	\$7,995,288		7,995,288		7,995,288
Transfers Out	0		0		\$0		0		0
Total - Series 2006 Const.	\$9,106,410	-\$1,111,122	\$7,995,288	\$0	\$7,995,288	0	\$7,995,288	\$0	\$7,995,288

GRAND TOTAL - FUNDS OTHER

THAN THE GENERAL FUND	\$72,014,773	-\$311,922	\$71,702,851	\$6,256,584	\$77,959,435	\$429,010	\$78,387,445	\$129,888	\$78,517,333
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General Fund

	\$46,649,657	\$1,173,866	\$47,823,423	\$1,856,796	\$49,680,219	\$1,038,729	\$50,718,948	\$292,240	\$51,011,188
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TOTAL EXPENDITURES & TRANS

	\$18,664,330	\$861,944	\$19,526,274	\$8,113,380	\$127,639,654	\$1,466,739	\$129,106,393	\$422,128	\$129,528,521
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Less: Interfund Transfers

	-17,386,464	-20,000	-17,406,464	-100,049	-17,506,513	0	-17,506,513	0	-17,506,513
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TOTAL EXPENDITURES

	\$101,277,866	\$841,944	\$102,119,810	\$8,013,331	\$110,133,141	\$1,466,739	\$111,599,880	\$422,128	\$112,022,008
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Recap of City-Wide Expenditure Budgets:

Personnel	\$32,603,504	\$0	\$32,603,504	\$60,763	\$32,664,267	\$56,720	\$32,720,987	\$120,490	\$32,841,477
Supplies & Expenses	\$5,270,874	\$47,066	\$5,317,940	\$168,114	\$5,486,054	\$143,607	\$5,629,661	\$240,750	\$5,870,411
Other Services & Charges	\$17,555,434	\$31,630	\$17,587,064	\$1,876,778	\$19,463,842	\$1,142,158	\$20,606,000	\$213,488	\$20,819,488
Capital Outlays	\$34,513,552	\$689,648	\$35,103,200	\$5,886,278	\$40,989,478	\$124,254	\$41,113,730	-\$34,500	\$41,079,230
Principal Payments	8,813,343	162,000	8,975,343	0	8,975,343	0	8,975,343	-111,000	8,864,343
Interest Payments	2,821,159	11,800	2,832,959	21,400	2,854,359	0	2,854,359	-7,100	2,847,059
Total Expenditure Budgets	\$101,277,866	\$841,944	\$102,119,810	\$8,013,331	\$110,133,141	\$1,466,739	\$111,599,880	\$422,128	\$112,022,008

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

GENERAL FUND:

REVENUES & BEG. CASH:

Taxes - Other	\$31,000
Licenses & Permits	4,445,000
Inter-governmental Revenues:	
Federal Grants	2,121,823
State Grants	446,600
State-Shared Revenues	20,881,754
County Shared Revenues	66,000
Charges for Services:	
Public safety	219,680
Streets	20,100
Sanitation	2,220,000
Misc.	0
Fines & Forfeits	1,602,000
Miscellaneous	205,350
Transfers-In	814,475
Non-Revenue Receipts	1,949,512
Total From All Sources	
Other Than taxation	35,023,294
Beginning Cash and	
Investment Balance	4,831,301
Amount to be Raised by Tax Levy	12,355,000
TOTAL FROM ALL SOURCES	\$52,209,595

EXPENDITURES & ENDING CASH:

General Government:	
Personnel	3,861,293
Supplies & Expenses	215,059
Other services & Charges	3,114,815
Capital Outlays	759,854
Total - General Government	7,951,021
Police Dept.:	
Personnel	9,167,295
Supplies & Expenses	815,021
Other services & Charges	517,825
Capital Outlays	909,311
Total - Police Dept.	11,409,452
Police & Fire Training:	
Personnel	33,395
Supplies & Expenses	179,378
Other services & Charges	133,287
Capital Outlays	74,694
Total - Police & Fire Training	420,754
Fire Dept.:	
Personnel	6,710,708
Supplies & Expenses	373,855
Other services & Charges	307,895
Capital Outlays	23,000
Total - Fire Dept.	7,415,458
Land Development Administration:	
Personnel	551,104
Supplies & Expenses	35,069
Other services & Charges	57,722
Capital Outlays	40,000
Total - Land Dev. Admin.	683,895

Public Safety Contractual Services:

Personnel	211,950
Other services & Charges	2,253,379
Total - Pub. Safety Cont. Serv.	<u>2,465,329</u>

Public Services:

Personnel	5,721,286
Supplies & Expenses	1,651,063
Other services & Charges	4,574,987
Capital Outlays	1,349,249
Total - Public Services	<u>13,296,585</u>

Animal Control

Personnel	126,809
Supplies & Expenses	23,950
Other services & Charges	123,073
Capital Outlays	0
Total - Animal Control	<u>273,832</u>

Human/Social

Other services & Charges	159,500
Total - Human/Social	<u>159,500</u>

Economic Development

Personnel	
Supplies & Expenses	
Other services & Charges	160,000
Capital Outlays	0
Total - Eco. Dev.	<u>160,000</u>

Debt Service:

Principal Payments	1,792,550
Interest Payments	195,675
Total - Debt service	<u>1,988,225</u>

Airport

Personnel	100,513
Supplies & Expenses	56,198
Other services & Charges	61,975
Capital Outlays	11,000
Total - Airport	<u>229,686</u>

Cemetery

Personnel	640,773
Supplies & Expenses	110,113
Other services & Charges	53,350
Capital Outlays	79,500
Total - Cemetery	<u>883,736</u>

Parking Garages

Personnel	193,692
Supplies & Expenses	7,250
Other services & Charges	85,539
Capital Outlays	80,000
Total - Parking Garages	<u>366,481</u>

Operating Transfers Out

Total Expenditures & Transfers	<u>3,307,234</u>
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Ending Cash Balance

	<u>\$1,198,407</u>
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**TOTAL EXPENDITURES AND
ENDING CASH BALANCE**

	<u>\$52,209,595</u>
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CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

PARKS & RECREATION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants \$0

State Grants 0

County Shared Revenues 42,603

Misc. grants 0

Charges for Services:

Culture & Recreation 40,400

Miscellaneous 100,400

Transfers-In 2,102,234

Non-Revenue Receipts 383,186

Total From All Sources

Other Than taxation 2,668,823

Beginning Cash and

Investment Balance 203,436

Amount to be Raised by Tax Levy 800,000

TOTAL FROM ALL SOURCES

\$3,672,259

EXPENDITURES & ENDING CASH:

Culture & Recreation:

Personnel

1,579,920

Supplies & Expenses

497,540

Other services & Charges

669,643

Capital Outlays

922,672

Total Expenditures

\$3,669,775

Cash balance at End of Year

2,484

TOTAL EXPENDITURES AND

ENDING CASH BALANCE

\$3,672,259

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

MUNICIPAL FIRE PROTECTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
State-Shared Revenues	\$235,000
Charges for Services	95,652
Fines & Forfeits	1,500
Miscellaneous	10,500
Transfers In	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	342,652
Beginning Cash and	
Investment Balance	764,097
TOTAL FROM ALL SOURCES	<u>\$1,106,749</u>

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	\$0
Supplies & Expenses	72,000
Other services & Charges	44,500
Capital Outlays	430,489
Lease Debt Service - Principal	148,560
Lease Debt Service - Interest	23,540
Total Expenditures	\$719,089
Cash balance at End of Year	387,660
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$1,106,749</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

SPECIAL STREET
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$0
State Shared Revenues	55,000
Misc. grants	0
Miscellaneous	1,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	56,000
Beginning Cash and	
Investment Balance	205,903
TOTAL FROM ALL SOURCES	<u>\$261,903</u>

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	0
Other services & Charges	261,000
Capital Outlays	0
Total Expenditures	<u>\$261,000</u>
Cash balance at End of Year	<u>903</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$261,903</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

WATER & SEWER OPERATION
AND MAINTENANCE FUND:

REVENUES & BEG. CASH:

Charges for Services	\$20,000
Transfers-In	7,972,295
Miscellaneous	3,000
Non-Revenue Receipts	
Total From All Sources	
Other Than taxation	7,995,295
Beginning Cash and	
Investment Balance	760,401
TOTAL FROM ALL SOURCES	<u>\$8,755,696</u>

EXPENDITURES & ENDING CASH:

Personnel	2,616,460
Supplies & Expenses	1,119,315
Other services & Charges	4,483,163
Capital Outlays	459,840
Lease Debt Service - Principal	0
Lease Debt Service - Interest	0
Total Expenditures	<u>\$8,678,778</u>
Cash balance at End of Year	<u>76,918</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$8,755,696</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

WATER & SEWER BOND
AND INTEREST FUND:

REVENUES & BEG. CASH:

Transfers-In	\$3,684,460
Miscellaneous	0
Non-Revenue Receipts	
Total Revenues	3,684,460
Beginning Cash Balance	1,652,040
TOTAL FROM ALL SOURCES	<u>\$5,336,500</u>

EXPENDITURES & ENDING CASH:

Bonds Redeemed	2,070,000
Interest on Bonds	1,261,025
Paying Agent Fees	2,500
Total Expenditures	<u>3,333,525</u>
Cash balance at End of Year	2,002,975
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$5,336,500</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

WATER & SEWER ENTERPRISE FUND:

REVENUES & BEG. CASH:

Charges for Services:	
Licenses, Permits & Fees	\$5,000
Miscellaneous	2,500
Metered Water Sales	8,075,000
Taps	115,000
Water Turn-On Fees	64,000
Sewer Connections	15,000
Sewer Charges	6,490,000
Total Revenues	14,766,500
Beginning Fund Balance	0
TOTAL FROM ALL SOURCES	\$14,766,500

EXPENDITURES & ENDING CASH:

Other Services & Charges	22,400
Principal Redeemed - Notes	463,210
Interest on Notes	81,660
Operating Transfers Out	14,199,230
Total Expenditures	\$14,766,500
Cash balance at End of Year	\$0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$14,766,500

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

1999 TAX INCREMENT BOND & INTEREST
FUND (DEBT SERVICE FUND):

REVENUES & BEG. CASH:

Interest	\$0
County-Shared Revenues	0
Total From All Sources	
Other Than taxation	0
Beginning Cash and	
Investment Balance	72,175
Amount to be Raised by Tax Levy	66,188
TOTAL FROM ALL SOURCES	\$138,363

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	55,000
Interest on Bonds	9,200
Paying Agent Fees	2,000
Other Services & Charges	
Total Expenditures	\$66,200
Cash balance at End of Year	72,163
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$138,363

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

CITY BOND & INTEREST
FUND (DEBT SERVICE FUND):

REVENUES & BEG. CASH:

County-Shared Revenues	\$63,617
Interest	2,000
Non-Revenue receipts	218,850
Transfers-In	399,330
Total From All Sources	
Other Than taxation	683,797
Beginning Cash and Investment Balance	3,040,036
Amount to be Raised by Tax Levy	2,800,000
TOTAL FROM ALL SOURCES	<u>\$6,523,833</u>

EXPENDITURES & ENDING CASH:

General Issues:

Bonds Redeemed	3,290,730
Interest on Bonds	636,613
Other Services & Charges	131,759
Paying Agent Fees	
Total Expenditures	<u>\$4,059,102</u>
Cash balance at End of Year	<u>2,464,731</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$6,523,833</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

Water & Sewer Bond & Interest
Fund (USA Yeast Project):

REVENUES & BEG. CASH:

Interest	\$200
Transfer from Other Funds	310,000
Total From All Sources	
Other Than taxation	310,200
Beginning Cash and	
Investment Balance	141,841
TOTAL FROM ALL SOURCES	<u>\$452,041</u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	\$385,000
Interest on Bonds	23,100
Other Services & Charges	5,000
Total Expenditures	<u>\$413,100</u>
Cash balance at End of Year	38,941
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$452,041</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

FINES & FORFEITURES FUND:

REVENUES & BEG. CASH:

State grants	2,200
Charges for Services	38,312
Fines & Forfeits	0
Miscellaneous	0
Non-Revenue Receipts	
Total From All Sources	40,512
Other Than taxation	
Beginning Cash and	
Investment Balance	247,196
TOTAL FROM ALL SOURCES	<u>\$287,708</u>

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	0
Supplies & Expenses	152,500
Other services & Charges	27,061
Capital Outlays	97,647
Transfers Out	
Total Expenditures	\$277,208
Cash balance at End of Year	10,500
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$287,708</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

**SERIES 2002 TIF BOND & INTEREST
FUND (Southern Pointe Project):**

REVENUES & BEG. CASH:

Interest	\$0
County-Shared Revenues	39,294
Total From All Sources	
Other Than taxation	39,294
Beginning Cash and Investment Balance	64,724
Amount to be Raised by Tax Levy	50,181
TOTAL FROM ALL SOURCES	\$154,199

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	85,000
Interest on Bonds	3,825
Other Services & Charges	1,250
Total Expenditures	\$90,075
Cash balance at End of Year	64,124
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$154,199

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

SERIES 2004 TIF BOND & INTEREST
FUND (Home Depot Project):

REVENUES & BEG. CASH:

Interest	\$100
County-Shared Revenues	26,184
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	26,284
Beginning Cash and	
Investment Balance	123,263
Amount to be Raised by Tax Levy	58,360
TOTAL FROM ALL SOURCES	<u>\$207,907</u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	75,000
Interest on Bonds	8,345
Other Services & Charges	1,000
Total Expenditures	<u>\$84,345</u>
Cash balance at End of Year	123,562
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$207,907</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

SERIES 2003 TIF BOND & INTEREST
FUND (Chauvet Square Project):

REVENUES & BEG. CASH:

Interest	\$0
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	0
Beginning Cash and	
Investment Balance	141,739
Amount to be Raised by Tax Levy	241,356
TOTAL FROM ALL SOURCES	<u>\$383,095</u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	95,000
Interest on Bonds	97,210
Other Services & Charges	2,000
Transfers to Other Funds	0
Total Expenditures	<u>\$194,210</u>
Cash balance at End of Year	188,885
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$383,095</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

SERIES 2007 TIF BOND & INTEREST
FUND (Turtle Creek):

REVENUES & BEG. CASH:

Interest	\$300
County Shared Revenue	\$108,694
Transfer From Other Funds	
Total From All Sources	
Other Than taxation	108,994
Beginning Cash and	
Investment Balance	219,466
Amount to be Raised by Tax Levy	352,517
TOTAL FROM ALL SOURCES	\$680,977

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	285,000
Interest on Bonds	149,776
Other Services & Charges	5,000
Total Expenditures	\$439,776
Cash balance at End of Year	241,201
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$680,977

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

2008 TIF BOND AND INTEREST FUND
FUND (Lincoln Center):

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$0
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	0
Beginning Cash and	
Investment Balance	118,060
Amount to be Raised by Tax Levy	76,913
TOTAL FROM ALL SOURCES	\$194,973

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	35,000
Interest on Bonds	19,400
Other Services & Charges	1,000
Total Expenditures	\$55,400
Cash balance at End of Year	139,573
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$194,973

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

2011 TIF BOND AND INTEREST FUND
FUND (Turtle Creek Crossing/Kohl's):

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$32,200
Transfer From Other Funds	49
Total From All Sources	
Other Than taxation	32,249
Beginning Cash and	
Investment Balance	15,788
Amount to be Raised by Tax Levy	74,339
TOTAL FROM ALL SOURCES	<u>\$122,376</u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	60,000
Interest on Bonds	32,000
Other Services & Charges	2,000
Total Expenditures	<u>\$94,000</u>
Cash balance at End of Year	28,376
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$122,376</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

AIRPORT IMPROVEMENT
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Federal Grants	\$1,294,193
State Shared Revenues	0
Miscellaneous	26,360
Transfers In	100,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	1,420,553
Beginning Cash and	
Investment Balance	124,934
TOTAL FROM ALL SOURCES	<u>\$1,545,487</u>

EXPENDITURES & ENDING CASH:

Public Services:	0
Other services & Charges	
Capital Outlays	1,448,993
Total Expenditures	<u>\$1,448,993</u>
Cash balance at End of Year	96,494
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$1,545,487</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

MUNICIPAL ROAD & BRIDGE
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

State Grants	\$6,994,552
Federal Grants	0
County Shared Revenues	1,992,000
Miscellaneous	682,700
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	9,669,252
Beginning Cash and Investment Balance	592,759
TOTAL FROM ALL SOURCES	<u>\$10,262,011</u>

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	225,000
Other services & Charges	1,112,650
Capital Outlays	8,839,585
Principal Payments	24,293
Interest Payments	5,690
Total Expenditures	<u>\$10,207,218</u>
Cash balance at End of Year	54,793
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$10,262,011</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal year Ending September 30, 2013

**MASS TRANSIT OPERATING
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$1,974,488
State Grants	\$0
Miscellaneous	38,400
Transfers-In	335,000
Total From All Sources	
Other Than taxation	2,347,888
Beginning Cash and	
Investment Balance	137,431
Amount to be Raised by Tax Levy	200,000
TOTAL FROM ALL SOURCES	\$2,685,319

EXPENDITURES & ENDING CASH:

Personnel	589,876
Supplies & Expenses	261,300
Other services & Charges	159,288
Capital Outlays	1,020,628
Total Expenditures	\$2,031,092
Cash balance at End of Year	654,227
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$2,685,319

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

WATER & SEWER CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants \$5,168,646

Miscellaneous 69,460

Transfers-In 1,800,000

Non-Revenue Receipts 3,000,000

Total From All Sources

Other Than taxation 10,038,106

Beginning Cash and

Investment Balance

4,980,039

TOTAL FROM ALL SOURCES

\$15,018,145

EXPENDITURES & ENDING CASH:

Other services & Charges

Capital Outlays

Total Expenditures

Cash balance at End of Year

\$1,050,000

13,967,462

15,017,462

683

TOTAL EXPENDITURES AND

ENDING CASH BALANCE

\$15,018,145

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

COMMUNITY CENTERS
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Charges for services:	
Culture & Recreation	\$30,000
Miscellaneous	200
Transfers-In	770,000
Non-Revenue Receipts	430,415
Total From All Sources	
Other Than taxation	1,230,615
Beginning Cash and	
Investment Balance	169,226
TOTAL FROM ALL SOURCES	\$1,399,841

EXPENDITURES & ENDING CASH:

Personnel	506,007
Supplies & Expenses	67,900
Other services & Charges	653,965
Capital Outlays	155,000
Total Expenditures	\$1,382,872
Cash balance at End of Year	16,969
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,399,841

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

SERIES 2009 (Water Meter Project) Bond
Construction Fund:

REVENUES & BEG. CASH:

Proceeds from Bond Issue	0
Interest Earnings	0
Total Revenues	0
Beginning Cash and Investment Balance	49,718
TOTAL FROM ALL SOURCES	\$49,718

EXPENDITURES & ENDING CASH:

Supplies	
Other services & Charges	38,150
Capital Outlays	11,568
Total Expenditures	\$49,718
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$49,718

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

COMMUNITY DEVELOPMENT BLOCK GRANT
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Federal Grants	\$1,948,096
Transfers In	0
Total From All Sources	
Other Than taxation	1,948,096
Beginning Cash and	
Investment Balance	(17,528)
TOTAL FROM ALL SOURCES	<u>\$1,930,568</u>

EXPENDITURES & ENDING CASH:

Personnel	230,396
Supplies & Expenses	7,900
Other services & Charges	540,812
Capital Outlays	1,151,460
Transfers	
Total Expenditures	<u>\$1,930,568</u>
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$1,930,568</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

SERIES 2012 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	1,000
Proceeds from Revenue Bond Issue	
Total Revenues	<u>1,000</u>
Beginning Cash and Investment Balance	7,995,288
TOTAL FROM ALL SOURCES	<u>\$7,996,288</u>

EXPENDITURES & ENDING CASH:

Other services & Charges	7,995,288
Capital Outlays	
Transfers Out	
Total Expenditures	<u>\$7,995,288</u>
Cash balance at End of Year	<u>1,000</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$7,996,288</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

**SERIES 2001 BOND
CONSTRUCTION FUND:**

REVENUES & BEG. CASH:

Interest Earnings	\$0
Grant Revenues - State of MS	0
Transfers In	0
Proceeds from General Obligation Bond Issue	0
Total Revenues	<u>0</u>
Beginning Cash and Investment Balance	<u>187,427</u>
TOTAL FROM ALL SOURCES	<u>\$187,427</u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	187,300
Transfers Out	0
Total Expenditures	<u>\$187,300</u>
Cash balance at End of Year	<u>127</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$187,427</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

MDB CAPITAL PROJECTS FUND:

REVENUES & BEG. CASH:

Proceeds from Development Bank Loans	\$0
Grant Revenues - Federal	24,579
Grant Revenues - State of MS	0
Transfers In	0
Miscellaneous	0
Non-Revenue Receipts	
Total Revenues	24,579
Beginning Cash and Investment Balance	85,715
TOTAL FROM ALL SOURCES	\$110,294

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	110,294
Total Expenditures	\$110,294
Cash Balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$110,294

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

KAMPER PARK ZOO CAPITAL
IMPROVEMENTS FUND:

REVENUES & BEG. CASH:

State Grants	\$0
Miscellaneous	0
Charges for Services	0
Transfers-In from Other Funds	0
Non-Revenue Receipts	0
Total Revenues	0
Beginning Cash and Investment Balance	86,097
TOTAL FROM ALL SOURCES	\$86,097

EXPENDITURES & ENDING CASH:

Supplies	0
Other services & Charges	0
Capital Outlays	86,097
Total Expenditures	\$86,097
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$86,097

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

**SERIES 2010 WATER & SEWER BOND
CONSTRUCTION FUND:**

REVENUES & BEG. CASH:

Bond Proceeds	1,049,651
Federal Grants	0
Interest Earnings	1,049,651
Total Revenues	
Beginning Cash and	(181,292)
Investment Balance	
TOTAL FROM ALL SOURCES	\$868,359

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	868,299
Total Expenditures	\$868,299
Cash balance at End of Year	60
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$868,359



City of Hattiesburg, MS

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

Master

File Number: 2013-70

File ID: 2013-70

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 08/27/2013

Final Action: 09/03/2013

Brief Title: Resolution declaring as surplus certain real property located at the SW corner of Mobile Street and East 4th Street (more particularly described in the attached Resolution); approve the sale of said property property to L.O.G.O.S. Missionary Baptist Church

Minute Book Number: MB2013-264

Title:

Adopt a Resolution declaring as surplus certain real property located at the SW corner of Mobile Street and East 4th Street (more particularly described in the attached Resolution); approve the sale of said property as authorized by Section 21-17-1 of the Mississippi Code; authorize the Mayor to execute contract for sale of property to L.O.G.O.S. Missionary Baptist Church

Notes:

Sponsors:

Enactment Date:

Attachments: Agreement.L.O.G.O.S. Missionary Baptist Church.Mobile Street Property, RESOLUTION.SURPLUS.Mobile Street property.L.O.G.O.S. Missionary Baptist Church, executed RESOLUTION.SURPLUS.Mobile Street property.L.O.G.O.S. Missionary Baptist Church RES#2013-84

Enactment Number:

Contact:

Meeting Date: 09/03/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/03/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Delgado to Adopt a Resolution declaring as surplus certain real property located at the SW corner of Mobile Street and East 4th Street (more particularly described in the attached Resolution); approve the sale of said property as authorized by Section 21-17-1 of the Mississippi Code; authorize the Mayor to execute contract for sale of property to L.O.G.O.S. Missionary Baptist Church.

Council member Dryden asked Council member Delgado for her thoughts on this item. Council member Delgado said the parcel is next to a church in the community; she said the lot is used for parking during the Mobile Street Festival, but the consensus is that it is preferable that it have a permanent use.

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

Yeas: 4 - Bradley, Delgado, Carroll and Dryden

Nays: 0

Absent: 1 - Naylor

Yea: 3 Council Member Delgado
Council Member Carroll
Council Member Dryden

TEL-No Vote: 0

Text of Legislative File 2013-70

Title

Adopt a Resolution declaring as surplus certain real property located at the SW corner of Mobile Street and East 4th Street (more particularly described in the attached Resolution); approve the sale of said property as authorized by Section 21-17-1 of the Mississippi Code; authorize the Mayor to execute contract for sale of property to L.O.G.O.S. Missionary Baptist Church

Summary

Resolution declaring as surplus certain real property located at the SW corner of Mobile Street and East 4th Street (more particularly described in the attached Resolution); approve the sale of said property property to L.O.G.O.S. Missionary Baptist Church

Budget Information

Expenditure Type

Purchasing Item

Publication Information

AGREEMENT

THIS AGREEMENT is entered into on the date set forth below by and between the CITY OF HATTIESBURG, MISSISSIPPI, a Mississippi Municipal Corporation, hereinafter referred to as "Seller" and L.O.G.O.S. Missionary Baptist Church, hereinafter referred to as "Purchaser,"

WITNESSETH:

In consideration of the mutual promises and covenants herein contained, the Seller hereby contracts and agrees to sell, and the Purchaser hereby contracts and agrees to purchase the real property described below for the Purchase Price and upon the terms and conditions set forth herein:

1. Property Description: The property which is the subject of this Agreement is located at the SW corner of Mobile Street and East 4th Street, and is more particularly described as follows, to wit:

Commence at the Southeast corner of Lot 1, Block 21, of the Hardy and Scott Subdivision located in the Northeast ¼ of the Northwest ¼ of Section 10, T-4-N, R-13-W, Forrest County, Mississippi, and thence run North along the East line of said Lot 1 for 110 feet to and for the Point-of-Beginning; thence run West for 211 feet, more or less, along the North line of the L.O.G.O.S. Missionary Baptist Church property to the Northeastern Right-of-Way of the N.O. and N.E. Gravel Line Railroad, thence run Northwest along said Northeastern Right-of-Way for 185 feet, more or less, to the North line of Lot 2 of said Block 21, thence run East for 232 feet, more or less, to the Northeast corner of said Lot 1, thence run South along the East line of said Lot 1 for 150 feet back to the Point-of-beginning. The above described parcel contains 0.76 acres, more or less.
2. Purchase Price: The Purchaser proposes to pay to the Seller a purchase price that is not less than the average fair market price as determined by two (2) professional property appraisers. However, should the appraisals indicate a purchase price in an amount that exceeds \$18,000, the Purchaser shall have the option to terminate the agreement. Seller and Purchaser agree that the cost of the two (2) appraisals shall be split evenly between the parties and said cost shall be paid in full not later than the closing date. Should the Purchaser choose the option to terminate the agreement, the Purchaser shall be responsible for and pay for the two (2) appraisals. The Seller has agreed to finance the purchase and the Purchaser has agreed to a term of a five thousand dollar (\$5,000) down payment and the balance financed over a period of sixty (60) months.
3. Closing Date: The Closing Date is hereby established as that date which is ten (10) days after final approval by the City Council of this Agreement and the contemporaneous authorization of the Mayor to execute the necessary documentation on behalf of the Seller to consummate the transaction. The closing shall take place at such time and location as will be determined upon mutual agreement of the parties. The Closing Date may be changed to any other date as is

mutually agreeable to the parties. On the Closing Date and upon execution of the promissory note and deed of trust by the Purchaser, Seller shall execute and deliver to Purchaser a Deed conveying title to subject property.

4. The conveyance will be made pursuant to the terms of Mississippi Code Annotated Section 21-17-1(2); and accordingly, the City will reserve all mineral rights the City owns with respect to the subject property, together with ingress and egress to remove same. The City hereby agrees to exercise its rights of ingress and egress in such a way as to avoid damage to any improvements now or hereafter located on the subject property.
5. Access and Inspection: Seller agrees to allow Purchaser, or his representatives, access to subject property from and after execution of this Agreement for the purpose of inspecting said property and conducting any testing deemed necessary by Purchaser. If any such inspection or testing result indicates that the subject property is unsuitable for Purchaser's plan for development of the property, then Purchaser may terminate this Agreement rendering same null and void, except that in such event Purchaser shall be solely responsible for and pay the cost of the two (2) certified appraisals.
6. Diligence and Cooperation: Time is of the essence in this contract and the parties hereto agree to use due diligence and cooperation in completing and closing the sale contemplated hereby.

Executed on this the _____ day of _____, A.D., 2013.

Seller:
CITY OF HATTIESBURG, MISSISSIPPI

Purchaser:
L.O.G.O.S. Missionary Baptist Church
Bruce Betts, Pastor

By: _____
Johnny L. DuPree, Mayor

Attest:

Eddie R. Myers, City Clerk

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines that certain property located at the SW corner of Mobile Street and East 4th Street, and more particularly described as: Commence at the Southeast corner of Lot 1, Block 21, of the Hardy and Scott Subdivision located in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 10, T-4-N, R-13-W, Forrest County, Mississippi, and thence run North along the East line of said Lot 1 for 110 feet to and for the Point-of-Beginning; thence run West for 211 feet, more or less, along the North line of the L.O.G.O.S. Missionary Baptist Church property to the Northeastern Right-of-Way of the N.O. and N.E. Gravel Line Railroad, thence run Northwest along said Northeastern Right-of-Way for 185 feet, more or less, to the North line of Lot 2 of said Block 21, thence run East for 232 feet, more or less, to the Northeast corner of said Lot 1, thence run South along the East line of said Lot 1 for 150 feet back to the Point-of-beginning. The above described parcel contains 0.76 acres, more or less, is no longer needed for municipal or related purposes and is not to be used in the future operation of the City; and

WHEREAS, the City of Hattiesburg finds and determines that the sale of said property by competitive bids is not necessary or desirable for the financial welfare of the City; and

WHEREAS, the use of the property for the purpose for which it is being sold will promote and foster the development and improvement of the community in which it is located and the civic, social, education, cultural, moral, economic or industrial welfare thereof; and

WHEREAS, that the Hattiesburg City Council proposes to sell and convey this property under the provision of Mississippi Code Section 21-17-1, as annotated and amended, for an amount not less than the average of the fair market value of this property as determined by two professional property appraisers selected by the City of Hattiesburg and approved by the proposed purchaser.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Hattiesburg City Council does hereby declare surplus certain real property located at the SW corner of Mobile Street and East 4th Street, and more particularly described as: Commence at the Southeast corner of Lot 1, Block 21, of the Hardy and Scott Subdivision located in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 10, T-4-N, R-13-W, Forrest County, Mississippi, and thence run North along the East line of said Lot 1 for 110 feet to and for the Point-of-Beginning; thence run West for 211 feet, more or less, along the North line of the L.O.G.O.S. Missionary Baptist Church property to the Northeastern Right-of-Way of the N.O. and N.E. Gravel Line Railroad, thence run Northwest along said Northeastern Right-of-Way for 185 feet, more or less, to the North line of Lot 2 of said Block 21, thence run East for 232 feet, more or less, to the Northeast corner of said Lot 1, thence run South along the East line of said Lot 1 for 150 feet back to the Point-of-beginning. The above described parcel contains 0.76 acres, more or less.

2. The Hattiesburg City Council does hereby authorize the Mayor to execute Purchase and Sale Agreement, Warranty Deed and all other documents necessary for the sale of this property.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this the 3rd day of September, A.D., 2013.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, the 3rd day of September, A.D., 2013.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines that certain property located at the SW corner of Mobile Street and East 4th Street, and more particularly described as: Commence at the Southeast corner of Lot 1, Block 21, of the Hardy and Scott Subdivision located in the Northeast ¼ of the Northwest ¼ of Section 10, T-4-N, R-13-W, Forrest County, Mississippi, and thence run North along the East line of said Lot 1 for 110 feet to and for the Point-of-Beginning; thence run West for 211 feet, more or less, along the North line of the L.O.G.O.S. Missionary Baptist Church property to the Northeastern Right-of-Way of the N.O. and N.E. Gravel Line Railroad, thence run Northwest along said Northeastern Right-of-Way for 185 feet, more or less, to the North line of Lot 2 of said Block 21, thence run East for 232 feet, more or less, to the Northeast corner of said Lot 1, thence run South along the East line of said Lot 1 for 150 feet back to the Point-of-beginning. The above described parcel contains 0.76 acres, more or less, is no longer needed for municipal or related purposes and is not to be used in the future operation of the City; and

WHEREAS, the City of Hattiesburg finds and determines that the sale of said property by competitive bids is not necessary or desirable for the financial welfare of the City; and

WHEREAS, the use of the property for the purpose for which it is being sold will promote and foster the development and improvement of the community in which it is located and the civic, social, education, cultural, moral, economic or industrial welfare thereof; and

WHEREAS, that the Hattiesburg City Council proposes to sell and convey this property under the provision of Mississippi Code Section 21-17-1, as annotated and amended, for an amount not less than the average of the fair market value of this property as determined by two professional property appraisers selected by the City of Hattiesburg and approved by the proposed purchaser.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Hattiesburg City Council does hereby declare surplus certain real property located at the SW corner of Mobile Street and East 4th Street, and more particularly described as: Commence at the Southeast corner of Lot 1, Block 21, of the Hardy and Scott Subdivision located in the Northeast ¼ of the Northwest ¼ of Section 10, T-4-N, R-13-W, Forrest County, Mississippi, and thence run North along the East line of said Lot 1 for 110 feet to and for the Point-of-Beginning; thence run West for 211 feet, more or less, along the North line of the L.O.G.O.S. Missionary Baptist Church property to the Northeastern Right-of-Way of the N.O. and N.E. Gravel Line Railroad, thence run Northwest along said Northeastern Right-of-Way for 185 feet, more or less, to the North line of Lot 2 of said Block 21, thence run East for 232 feet, more or less, to the Northeast corner of said Lot 1, thence run South along the East line of said Lot 1 for 150 feet back to the Point-of-beginning. The above described parcel contains 0.76 acres, more or less.

AGREEMENT

THIS AGREEMENT is entered into on the date set forth below by and between the CITY OF HATTIESBURG, MISSISSIPPI, a Mississippi Municipal Corporation, hereinafter referred to as "Seller" and L.O.G.O.S. Missionary Baptist Church, hereinafter referred to as "Purchaser,"

WITNESSETH:

In consideration of the mutual promises and covenants herein contained, the Seller hereby contracts and agrees to sell, and the Purchaser hereby contracts and agrees to purchase the real property described below for the Purchase Price and upon the terms and conditions set forth herein:

1. Property Description: The property which is the subject of this Agreement is located at the SW corner of Mobile Street and East 4th Street, and is more particularly described as follows, to wit:

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2. Purchase Price: The Purchaser proposes to pay to the Seller a purchase price that is not less than the average fair market price as determined by two (2) professional property appraisers. However, should the appraisals indicate a purchase price in an amount that exceeds \$18,000, the Purchaser shall have the option to terminate the agreement. Seller and Purchaser agree that the cost of the two (2) appraisals shall be split evenly between the parties and said cost shall be paid in full not later than the closing date. Should the Purchaser choose the option to terminate the agreement, the Purchaser shall be responsible for and pay for the two (2) appraisals. The Seller has agreed to finance the purchase and the Purchaser has agreed to a term of a five thousand dollar (\$5,000) down payment and the balance financed over a period of sixty (60) months.
3. Closing Date: The Closing Date is hereby established as that date which is ten (10) days after final approval by the City Council of this Agreement and the contemporaneous authorization of the Mayor to execute the necessary documentation on behalf of the Seller to consummate the transaction. The closing shall take place at such time and location as will be determined upon mutual agreement of the parties. The Closing Date may be changed to any other date as is

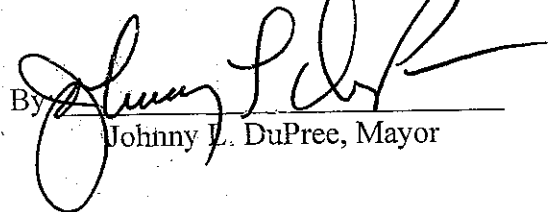
mutually agreeable to the parties. On the Closing Date and upon execution of the promissory note and deed of trust by the Purchaser, Seller shall execute and deliver to Purchaser a Deed conveying title to subject property.

4. The conveyance will be made pursuant to the terms of Mississippi Code Annotated Section 21-17-1(2); and accordingly, the City will reserve all mineral rights the City owns with respect to the subject property, together with ingress and egress to remove same. The City hereby agrees to exercise its rights of ingress and egress in such a way as to avoid damage to any improvements now or hereafter located on the subject property.
5. Access and Inspection: Seller agrees to allow Purchaser, or his representatives, access to subject property from and after execution of this Agreement for the purpose of inspecting said property and conducting any testing deemed necessary by Purchaser. If any such inspection or testing result indicates that the subject property is unsuitable for Purchaser's plan for development of the property, then Purchaser may terminate this Agreement rendering same null and void, except that in such event Purchaser shall be solely responsible for and pay the cost of the two (2) certified appraisals.
6. Diligence and Cooperation: Time is of the essence in this contract and the parties hereto agree to use due diligence and cooperation in completing and closing the sale contemplated hereby.

Executed on this the 3rd day of September, A.D., 2013.

Seller:

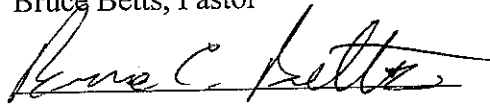
CITY OF HATTIESBURG, MISSISSIPPI

By 
Johnny L. DuPree, Mayor

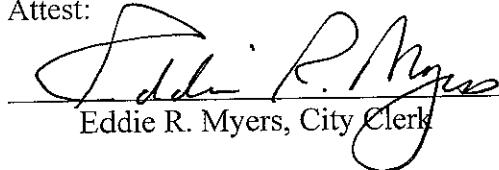
Purchaser:

L.O.G.O.S. Missionary Baptist Church

Bruce Betts, Pastor



Attest:


Eddie R. Myers, City Clerk

2. The Hattiesburg City Council does hereby authorize the Mayor to execute Purchase and Sale Agreement, Warranty Deed and all other documents necessary for the sale of this property.

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

YEAS:

Delgado
Carroll
Dryden

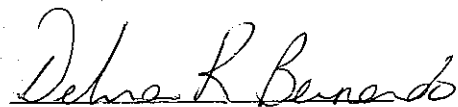
NAYS: None

ABSENT: Bradley
Naylor

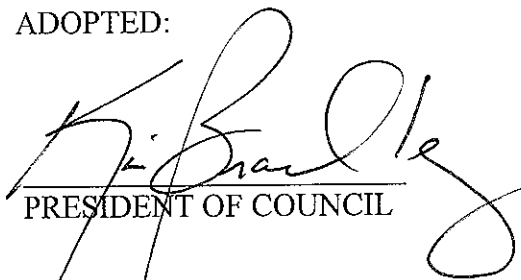
The President thereby declared the motion carried and the Resolution adopted, on this the 3rd day of September, A.D., 2013.

(S E A L)

ATTEST:


CLERK OF COUNCIL

ADOPTED:

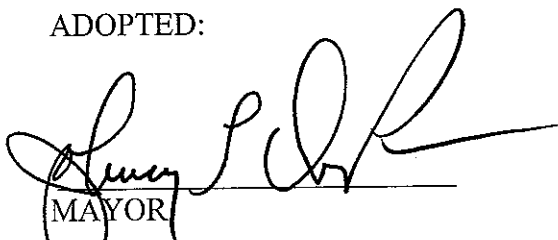

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, the 3rd day of September, A.D., 2013.

ATTEST:


CITY CLERK

ADOPTED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2013-0551

File ID: 2013-0551

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 08/27/2013

Brief Title: Approve change order entitled Supplemental Agreement No. 2 with Precision Construction, L.L.C. for the Longleaf Trace Zoo & Depot Spurs project.

Final Action: 09/03/2013

Minute Book Number: MB2013-264-265

Title:

Approve change order entitled Supplemental Agreement No. 2 with Precision Construction, L.L.C. for the Longleaf Trace Zoo & Depot Spurs project, restoring line item quantities changed in error in Supplemental Agreement No. 1 to their original values; Authorize Mayor to execute four (4) originals of same.

Notes:

Sponsors:

Enactment Date:

Attachments: Supplemental Agreement No. 2 Cover Letter,
Supplemental Agreement No. 2, executed
Supplemental Agreement No. 2

Enactment Number:

Contact:

Meeting Date: 09/03/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/03/2013	Approve				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Delgado to Approve change order entitled Supplemental Agreement No. 2 with Precision Construction, L.L.C. for the Longleaf Trace Zoo & Depot Spurs project, restoring line item quantities changed in error in Supplemental Agreement No. 1 to their original values; Authorize Mayor to execute four (4) originals of same.

Mr. Kuyrkendall said this item adds items back to the contract items that were taken out; he said that in the original contract, the City was going to provide traffic control and coordination with the railroad in house but that as the contract progressed, the contractor did handle those items and so [the City] is handing them back to the contractor.

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

Yeas: 4 - Bradley, Delgado, Carroll and Dryden

Nays: 0

Absent: 1 - Naylor

Yea: 3 Council Member Delgado
Council Member Carroll
Council Member Dryden

TEL-No Vote: 0

Text of Legislative File 2013-0551

Title

Approve change order entitled Supplemental Agreement No. 2 with Precision Construction, L.L.C. for the Longleaf Trace Zoo & Depot Spurs project, restoring line item quantities changed in error in Supplemental Agreement No. 1 to their original values; Authorize Mayor to execute four (4) originals of same.

Summary

Approve change order entitled Supplemental Agreement No. 2 with Precision Construction, L.L.C. for the Longleaf Trace Zoo & Depot Spurs project.

Budget Information

072201.7225.03

Expenditure Type

Regular Budget Item

Purchasing Item

Publication Information



Engineering Progress

August 20, 2013

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

Attn: Bert Kuyrkendall

Re: Pedestrian Connections Phases IV & VI
City of Hattiesburg

Dear Mr. Kuyrkendall,

Enclosed please find four (4) copies of Supplemental Agreement No. 2 for the above referenced project. Please have the Mayor execute, then return all to our office for further processing.

Please do not hesitate to call should you have questions or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John T. Weeks', with a long horizontal flourish extending to the right.

John T. Weeks, P.E.
Project Engineer

/rs

Enclosures

THE CITY OF HATTIESBURG
Pedestrian Connections Phases IV & VI

SUPPLEMENTAL AGREEMENT NO. 2

FORREST COUNTY, MISSISSIPPI

WHEREAS: We, Precision Construction, LLC, Contractor and The Ohio Casualty Insurance Company, Surety entered into a contract with the The City of Hattiesburg on the 16th day of August, 2011 for the Pedestrian Connections Phases IV & VI.

WHEREAS: The City of Hattiesburg modified the initial contract through Supplemental Agreement No. 1, and changed certain quantities on the awarded bid schedule in error.

WHEREAS: The City of Hattiesburg will cause these items to be restored to their original sums as awarded on the bid schedule, and restore the 25% decrease resulted from the error in Supplemental Agreement No. 1, as shown on the Overtime/Underrun Statement.

WHEREAS: These specific items of work, and the associated restored sums are explicitly stated herein:

Base Bid Phase IV		
618-A	Maintenance of Traffic	\$1,625.00
907-899-A1	Railway-Highway Provision (N.S.)	\$4,500.00
Base Bid Phase VI		
618-A	Maintenance of Traffic	\$1,500.00

WHEREAS: The changes per this agreement increase the Revised Contract Amount from Supplemental Agreement No. 1 by \$7,625.00.

Original Contract Price = \$881,097.90
 Revised per Supplemental Agreement #1 = \$91,000.00
 Revised per Supplemental Agreement #2 = \$7,625.00
 Project Under-Run = (\$72,397.20)
 Revised Contract Amount = \$907,325.70

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, Precision Construction, LLC, Contractor and The Ohio Casualty Insurance Company, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this 20th day of August, 2013

Precision Construction, LLC.

The City of Hattiesburg, Mississippi

By: [Signature]
 Contractor

By: Johnny L. DuPree, Ph.D., Mayor

Witness: [Signature]

Witness: _____

The Ohio Casualty Insurance Company

By: Kim Barhum
 Surety
 Kim Barhum, Attorney-In-Fact

Witness: [Signature]

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5953887

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David R. Fortenberry; Kim Barhum; Mary J. Norval; Richard Teb Jones

all of the city of Hattiesburg, state of MS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of January, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON
COUNTY OF KING

ss

On this 16th day of January, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of August, 2013.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

THE CITY OF HATTIESBURG

Pedestrian Connections Phases IV & VI

SUPPLEMENTAL AGREEMENT NO. 2

FORREST COUNTY, MISSISSIPPI

WHEREAS: We, Precision Construction, LLC, Contractor and The Ohio Casualty Insurance Company, Surety entered into a contract with the The City of Hattiesburg on the 16th day of August, 2011 for the Pedestrian Connections Phases IV & VI.

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WHEREAS: These specific items of work, and the associated restored sums are explicitly stated herein:

Base Bid Phase IV	
618-A	Maintenance of Traffic
907-899-A1	Railway-Highway Provision (N.S.)
	\$1,625.00
	\$4,500.00

Base Bid Phase VI	
618-A	Maintenance of Traffic
	\$1,500.00

WHEREAS: The changes per this agreement increase the Revised Contract Amount from Supplemental Agreement No. 1 by \$7,625.00.

Original Contract Price =	\$881,097.90
Revised per Supplemental Agreement #1 =	\$91,000.00
Revised per Supplemental Agreement #2 =	\$7,625.00
Project Under-Run =	(\$72,397.20)
Revised Contract Amount =	\$907,325.70

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, Precision Construction, LLC, Contractor and The Ohio Casualty Insurance Company, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this 20th day of August, 2013

Precision Construction, LLC.

By: [Signature]
Contractor

Witness: [Signature]

The City of Hattiesburg, Mississippi

By: [Signature]
Johnny L. DuPree, Ph.D., Mayor

Witness: [Signature]

The Ohio Casualty Insurance Company

By: [Signature]
Surety
Kim Barham, Attorney-In-Fact

Witness: [Signature]

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

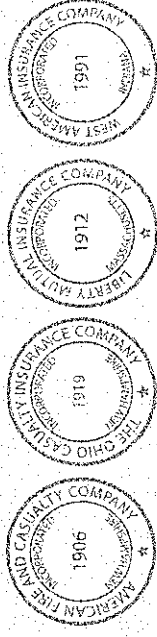
Certificate No. 5953887

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David R. Fortenberry; Kim Barium; Mary J. Norvai; Richard Teb Jones

all of the city of Hattiesburg, state of MS, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of January, 2013



STATE OF WASHINGTON ss
COUNTY OF KING

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

On this 16th day of January, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

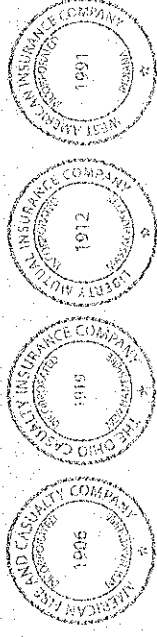
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of August, 2013



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



City of Hattiesburg, MS

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

Master

File Number: 2013-0556

File ID: 2013-0556

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/27/2013

Brief Title: Service Agreement with Southern Pines Electric for power to sewer pump station.

Final Action: 09/03/2013

Minute Book Number: MB2013-265

Title:

Authorize Mayor to execute duplicate membership applications and service agreements with Southern Pine Electric Power Association to provide electrical service to a sewer pump station on J. Ed Turner Road.

Notes:

Sponsors:

Enactment Date:

Attachments: Cover Letter Southern Pines Electric, Membership App Southern Pines Electric, Service Agreement Southern Pines Electric, executed Membership App Southern Pines Electric, executed Service Agreement Southern Pines Electric, So. Pine Service Agreement-fully executed

Enactment Number:

Contact:

Meeting Date: 09/03/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/03/2013	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Authorize Mayor to execute duplicate membership applications and service agreements with Southern Pine Electric Power Association to provide electrical service to a sewer pump station on J. Ed Turner Road.

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

Yeas: 5 - Bradley, Delgado, Carroll and Dryden

Nays: 0

Absent: 1 - Naylor

Yea: 4 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden

TEL-No Vote: 0

Text of Legislative File 2013-0556

Title

Authorize Mayor to execute duplicate membership applications and service agreements with Southern Pine Electric Power Association to provide electrical service to a sewer pump station on J. Ed Turner Road.

Summary

Authorize Mayor to execute duplicate membership applications and service agreements with Southern Pine Electric Power Association to provide electrical service to a sewer pump station on J. Ed Turner Road.

Budget Information

001203.6049

Expenditure Type

Regular Budget Item

Purchasing Item

Publication Information

Donald L. Jordan
General Manager

Directors

B. M. Berry, President
M. E. Martin, Vice-President
R. H. Thoms, Secretary
M. W. Berry
J. R. Bowman
C. W. Lowe



A Touchstone Energy® Cooperative 

David Garner
Attorney

Directors

L. H. Montgomery
B. R. Parish
G. Sullivan
L. D. Tadlock
L. Thigpen
C. E. Waldrup

August 19, 2013

City of Hattiesburg
ATTN: Gerald Little
P.O. Box 1898
Hattiesburg, MS 39403

Re: Agreement for Electric Service
Account: 7000212-003

Dear Sir:

Thank you for requesting service from Southern Pine Electric Power Association. We are pleased to provide this service for you.

Two copies of an Agreement for Electric Service and a Membership Application are enclosed. Please sign both copies of the Agreement and Application and return to my attention. The Agreement for Electric Service will then be executed on behalf of Southern Pine and one copy returned to you.

A Membership Fee of \$5.00 is required for this service.

We look forward to serving you at this location. If we can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry Robinson".

Larry Robinson, P.E.
Manager of Engineering Support Services

CLR/sk

Enclosures

Brandon District
601-824-7070
800-698-9574

New Hebron District
601-694-2711
800-698-9571

Newton District
601-683-2200
800-698-9573

Taylorsville District
601-785-6511
800-231-5240

Hattiesburg Branch
601-264-0185

APPLICATION FOR MEMBERSHIP

The undersigned (hereinafter called the "applicant") hereby applies for membership in, and agrees to purchase electric energy from Southern Pine Electric Power Association (hereinafter called the "Association"), upon the following terms and conditions:

1. The applicant will pay to the Association the sum of Five Dollars (\$5.00), which if this application is accepted by the Association will constitute the applicant's membership fee. The applicant expressly agrees that the Association may use so much of the five dollars (\$5.00) herewith paid as may be necessary to defray expenses incident to the operation of the Association.
2. The applicant will, when electric energy becomes available, purchase from the Association all electric energy used on premises of the applicant within the Association's certificated area and will pay therefor monthly at rates which will be fixed by the Board of Directors of the Association.
3. The applicant will cause his or her premises to be wired in accordance with the National Electric Code as published by the National Fire Protection Association.
4. The applicant will comply with and be bound by the provisions of the charter and by-laws of the Association, and such rules and regulations as may, from time to time, be adopted by the Association, insofar as the same applies to energy purchased by the applicant from the Association.
5. The acceptance of this application by the Association shall constitute an agreement between the Association and the applicant upon the terms hereinabove set forth.

TAX ID NO. _____

Witness

Applicant
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403
Account: 7000212-003

The above application for membership accepted this ____ day of _____, 2013.

SOUTHERN PINE ELECTRIC POWER ASSOCIATION

BY: _____

AGREEMENT FOR ELECTRIC SERVICE

AGREEMENT made August 19, 2013 between **SOUTHERN PINE ELECTRIC POWER ASSOCIATION** (hereinafter called the "Seller"), and **CITY OF HATTIESBURG** (hereinafter called the "Consumer"), a Corporation.

Seller shall sell, deliver and transfer to the Consumer, up to 45 kilowatts, and the Consumer shall take and acquire title to all electrical energy provided by Seller to Consumer hereunder at a point of division between Seller's facilities and Consumer's facilities. Such location to be described in Exhibit A, attached hereto and by this reference made a part hereof upon the following terms:

SERVICE CHARACTERISTICS:

Service hereunder shall be 60 Hertz alternating current, 3 phase, 4 wire, A connected at a nominal standard voltage of 120/240. Seller shall make all necessary connections to the Consumer's facilities at the point where Seller's facilities connect to Consumer's facilities as described in Exhibit A.

OBLIGATION OF PARTIES:

Consumer agrees to the following:

To execute a right-of-way and easement conveying to Seller, sufficient area for the construction, operation and maintenance of its facilities necessary to provide service hereunder with all necessary rights of ingress and egress there from. Said right-of-way and easement for said purpose to be executed in such reasonable form and content as shall be approved by Seller.

Consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of purchased power and shall not sell to any other person, firm or legal entity electric power and energy purchased hereunder.

Electric service supplied by Seller under terms of this contract is to serve reasonably stable loads up to the maximum capacity as per specifications in above. Where such capacity is inadequate or where Seller's service to others is affected by highly fluctuating loads of Consumer such as loads imposed by arc-furnaces, welders, large motors, and/or large hoists, etc., the Seller may require the Consumer, at the consumer's expense, to install such corrective measures as will reasonably limit such fluctuation and disturbances. The Consumer shall at all times use electric power in such manner that the load at the point of delivery shall not cause an unbalance between phases of more than 10%. If the load is unbalanced more than 10%, the Seller reserves the right to require the Consumer, at the Consumer's expense, to make the necessary changes to correct such condition. In addition to any other remedies the Seller may have hereunder, if the Consumer does not make such changes, the Seller may, in its determination of billing demand, assume that the load on each phase is equal to the greatest load of any phase.

All motors above 50 hp must have reduced voltage starter, to minimize distribution line disturbance. The Consumer agrees that if these motors adversely affect this particular distribution line, he will, when notified by the Seller in writing, discontinue use of the motors. However, if Consumer desires to continue using the motors, the Consumer shall reimburse the Seller for any expense incurred in making adjustments in its power distribution facilities to eliminate the objectionable voltage variations.

The Consumer further agrees that if its equipment distorts the voltage and current wave form and produces harmonics in excess of current IEEE-519 Standard, it will, when notified by the Seller in writing, discontinue use of such equipment. The Consumer further agrees that if the equipment causes noise on the commercial telephone system in excess of 20 dbrnc and 80 power influence, it will, when notified by the Seller in writing, discontinue use of such equipment. If Consumer desires to continue use of the equipment, it will, at its own expense, make the necessary modifications and adjustments to the equipment to reduce any of the objectionable harmonics and telephone noise to acceptable limits. The Consumer also agrees to cooperate with Seller to make any measurements as may be necessary if any of the above conditions occur.

Consumer accepts complete responsibility for protecting its equipment, facilities, property, and any persons lawfully on its premises from any natural or artificial condition occurring on or transmitted by the Seller's system from any source. Consumer's electrical facilities, equipment and appliances shall be constructed and connected to Seller's electrical facilities in such manner as to comply with all applicable provisions of the National Electric Code and the National Electrical Safety Code, and, the bylaws, rules and policies of the Seller.

Consumer further agrees and binds itself to indemnify and hold harmless Seller from any claims, loss or damage that should be caused Seller or any of Seller's consumers, due to Consumer's failure to comply with the requirements of Seller as above stipulated. In the event of any such occurrence, Consumer shall within sixty (60) days' notice thereof by Seller, correct such problems as should be created by Consumer's equipment, failing to do so, Seller shall immediately disconnect Consumers' service without any liability therefore.

Except in the event of Act of God or Seller's negligence, Consumer shall indemnify and hold harmless Seller, its officers, directors, agents and employees from and against any and all claims, liabilities, losses, damages, penalties, causes of action and suits for death, personal injury or property damages to third parties, together with all reasonable attorney's fees, deposition fees, expert witness fees, court costs, and any and all other costs reasonably expended in the defense of any such claim or action against the Seller, its officers, directors, agents and employees, caused by, contributed to, or in any way brought about by the purchase or use of electric energy acquired by Consumer from Seller hereunder. The indemnities herein provided shall commence at the division of ownership between Seller's facilities and Consumer's facilities as defined in Exhibit A, hereof. Consumer's obligations to indemnify and hold harmless Seller, its officers, directors, agents and employees as herein provided shall survive the termination of this Contract. The obligation to indemnify as set forth in this paragraph is also applicable from the Seller to the Consumer, in the event of an action or injury caused solely by the negligence of the Seller in the sale or delivery of electric energy to the Consumer as provided by this Contract.

PAYMENT

The Consumer shall pay the Seller for service hereunder at the rates and upon the terms and conditions set forth in Rate Schedule GS attached to and made a part of this Agreement. Notwithstanding any provision of the Schedule and irrespective of Consumer's requirements for or use of electric power and energy, the demand for billing purposes hereunder shall be not less than as specified in applicable rate schedule for any billing period. In any event the Consumer shall pay to the Seller not less than \$45.00 per month for service or for having service available hereunder or the minimum bill per month as specified in the applicable rate schedule, whichever is greater.

The initial billing period shall start when Consumer begins using electric power and energy, or thirty days after the Seller notifies the Consumer in writing that service is available hereunder, whichever shall occur first.

Bills for service hereunder shall be paid at the office of the Seller in Taylorsville, Mississippi. Such payments shall be due on the 20th day of each month for service furnished during the preceding monthly billing period. If the Consumer shall fail to make any such payment within fifteen days after such payment is due, the Seller may discontinue service to the Consumer upon giving fifteen day's written notice to the Consumer of its intention so to do, provided, however, that such discontinuance of service shall not relieve the Consumer of any of its obligations under this agreement.

The Consumer agrees that if, at any time, the rate under which the Seller purchases electric service at wholesale is modified, the Seller may make a corresponding modification in the rate for service hereunder.

Provided, in the event of any general rate increase of the Seller, the then applicable rate schedule for the type service rendered Consumer hereunder, shall thereafter be applicable hereto.

Further, the Consumer agrees that the Seller may collect any additional costs as authorized or directed by any governmental body or court having jurisdiction over such matters.

In the event of any erroneous under billing made by Seller to Consumer, whether the same should result from mistake, inadvertence, negligence or fault of either the Seller or Consumer, Consumer agrees that upon the Seller providing it reasonable adequate information that such prior billing has been incorrect, then Consumer shall pay to Seller such amount as shall be required by Seller to correct said inaccurate billing. Seller agrees on its part to correct any erroneous over billing made to Consumer by Seller for any of the causes herein set forth, by either providing a credit on Consumer's future purchases or by refunding the amount of such overbilling.

MEMBERSHIP

The Consumer shall become a member of the Seller, shall pay the membership fee and be bound by the by-laws and such rules and regulations as may from time to time be adopted by the Seller.

CONTINUITY OF SERVICE

The obligations of the Seller to provide electric service hereunder are dependent upon its securing and retaining the necessary material, labor, apparatus, rights, easements, privileges, franchises, and permits, including necessary approvals of any governmental regulatory body, and the Seller shall not be liable to the Consumer in the event it is delayed in the delivery of electric service, or is prevented from furnishing the electric service herein provided for, by its failure to secure and retain such labor, material, apparatus, rights, easements, privileges, franchises, permits and approvals if all reasonable efforts on the part of the Seller have been taken to secure same, and the electric service hereunder shall also be subject to all laws, rules, and regulations which may be applicable to Seller. In the event the Seller is delayed in delivering service from any of the above causes, the time fixed for the commencement of the term of this agreement shall be extended for a period equal to such delay, and if the electric service is interrupted due to injunction, strike, riot, invasion, flood, fire, accident, breakdown, or from maintenance of or repairs to its system, or any part thereof, or from cutting in new consumers or from any cause beyond the Seller's control, the Seller shall not be liable to the Consumer for such interruptions but shall use its best efforts to restore the electric service and during such interruptions the Consumer shall have the right to such other power as may be available.

The obligations of the Seller under the terms of this agreement are further dependent upon and subject to the conditions brought about by war, the necessities of war, or the demand of the United States Government, and the Seller assumes no obligation hereunder to continue the delivery of any quantity of power when or in the event it is required to supply such power to the United States Government, or to any person, firm, corporation, business, or industry designated by the United States Government.

In the event the Consumer shall make an assignment for the benefit of the Consumer's creditors, or voluntary or involuntary proceedings in bankruptcy are instituted seeking to adjudge the Consumer a bankrupt, or if the Consumer be adjudged a bankrupt, or if the Consumer's affairs be placed in the hands of any court for administration, or if the Consumer shall fail to comply with the terms hereof, this agreement shall, at the Seller's option, thereupon terminate, subject to the provisions of 11 U.S.C.A. 366. Provided, that such termination by Seller, shall in no wise diminish Consumer's obligations to Seller as hereinafter set forth.

RIGHT OF ACCESS

Duly authorized representatives of the Seller shall be permitted to enter the Consumer's premises at all reasonable times in order to carry out the provisions hereof.

TERM

This Agreement shall become effective on the date first above written and shall remain in effect for five (5) years following the start of the initial billing period and thereafter until terminated by either party giving to the other one month's notice in writing.

SUCCESSION AND APPROVAL

This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

If the maximum amount of power to be delivered hereunder is greater than 1000 KW, this contract shall not be effective unless approved in writing by the Administrator of the Rural Utilities Service.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement all as of the day and year first above written.

SOUTHERN PINE ELECTRIC POWER ASSOCIATION
(Seller)

By: _____
President

Attest: _____
Secretary

CITY OF HATTIESBURG
Consumer

TAX ID NO. _____

By: _____

Attest: _____
Secretary

Title of Officer: * _____

* If other than president, vice-president, partner or owner, a power of attorney must accompany contract.

EXHIBIT A

DESCRIPTION AND LOCATION OF SERVICE

TYPE OF OPERATION Sewer Lift Station	USE OF SERVICE
LOCATION SW 1/4, S34, T5N, R14W, Lamar County, MS	SIZE OF LARGEST MOTOR 10 HP
ACCOUNT NUMBER 7000212-003	WORK ORDER 1225912 MAP LOCATION 12A3493

OWNER

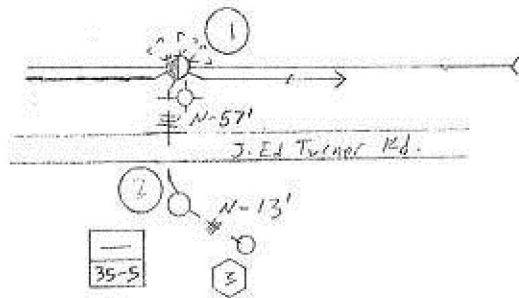
City of Hattiesburg

OWNERS ADDRESS

P.O. Box 1898
Hattiesburg, MS 39403

MAIL BILLS AND NOTICES TO

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



The division of ownership between the Seller's facilities and the Consumer's facilities shall be the point of attachment of the Seller's 120/240 volt service line to the Consumer's service entrance as shown in the above diagram. The Consumer shall own the pole and all equipment and facilities beyond the Service entrance.

GENERAL SERVICE RATE SCHEDULE GS

Date Effective: June 1, 2010

Page 1 of 3

AVAILABILITY

Available for commercial, industrial, and large three-phase farm services, less than 75 kVA, for all uses subject to the established rules and regulations of the Seller, where all service required on the premises is supplied at one point of delivery and measured by one meter and for the exclusive use of the Consumer, and shall not be resold or shared with others.

CHARACTER OF SERVICE

Three-phase, 60 hertz, at available voltages.

Seller will provide sufficient capacity at the point of delivery to serve reasonably stable loads up to the maximum capacity Consumer contracts for. Where such capacity is inadequate or where Seller's service to others is affected by highly fluctuating loads of Consumer, such as loads imposed by arc-furnaces, welders, large hoists, rocker arm pumps, etc., Seller may by specific agreement provide such additional facilities as would be appropriate.

NET MONTHLY RATE

Customer Charge:
\$51.00 per Consumer

Demand Charge:
\$8.00 per kW of billing demand.

Energy Charge:
8.7 Cents per kWh

DETERMINATION OF BILLING DEMAND

The billing demand shall be the maximum demand established by the Consumer for any period of fifteen consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for the power factor as provided hereafter, but in no event less than 70% of the highest measured demand established in the preceding eleven months, or as may be provided by contract.

GENERAL SERVICE RATE SCHEDULE GS

Date Effective: June 1, 2010

Page 2 of 3

POWER FACTOR ADJUSTMENT

The Consumer agrees to maintain unity power factor as nearly as practicable. Demand charges will be adjusted to correct for power factors lower than 95%. Such adjustments will be made by increasing the measured demand by the percentage amount of which the average power factor is less than 95%.

MINIMUM CHARGE

The minimum monthly charge shall be the greater of:

1. \$51.00 per month, or \$1.00 per kVA of installed transformer capacity.
2. The billing demand charge per month, plus 8.7 cents per kWh.
3. The minimum monthly charge specified in the contract.

DELIVERY POINT

Unless otherwise specified in the service contract, the delivery point shall be the metering point, or the point of attachment of the Seller's facilities to the Consumer's facilities. All wiring, pole lines, and other equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the Consumer.

TAX CLAUSE

Billings under this rate shall be subject to the Mississippi state and municipal sales taxes and any new or additional taxes imposed upon Seller by any governmental authority after the effective date of this schedule. If these new or additional taxes are allocable to the Consumer on a per meter or per kWh basis, they will be added to the bill rendered hereunder directly on the same basis. If, however, the new or additional taxes are not allocable directly, then the total of such taxes paid during the preceding year will be divided by the total kWh sold during the preceding year and all kWh billed under this schedule will be adjusted by the amount thus derived.

TERMS OF PAYMENT

The above rates are net, the gross rates being one and one half percent (1.5%) higher. In the event the current monthly bill is not paid within twenty-one (21) days from the date of the bill, the gross rates shall apply.

GENERAL SERVICE RATE SCHEDULE GS

Date Effective: June 1, 2010

Page 3 of 3

ENVIRONMENTAL COMPLIANCE CHARGE

To the above charges for electrical service rendered under this Rate Schedule, there shall be added an amount per kWh, equal to the Environmental Compliance Charge of Seller's supplier.

If the Environmental Compliance Charge per kilowatt-hour (kWh) of power purchased by the Association changes from the base cost of 2.87 mills per kWh, the Association shall increase or decrease its rate by an amount sufficient to compensate for the change.

COST OF POWER ADJUSTMENT

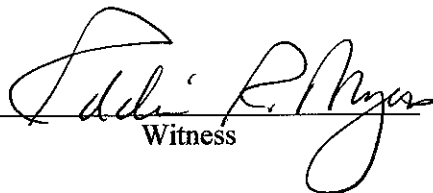
If the cost per kilowatt-hour (kWh) of purchased power to the Association changes from the base cost of 84.27 mills per kWh purchased embedded in the Association's rates, the Association shall increase or decrease its retail rates by an amount sufficient to compensate for the change

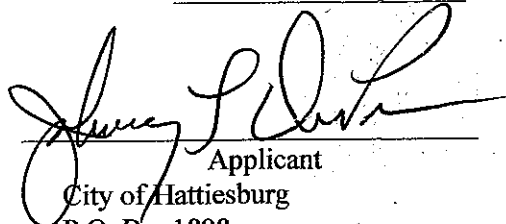
APPLICATION FOR MEMBERSHIP

The undersigned (hereinafter called the "applicant") hereby applies for membership in, and agrees to purchase electric energy from Southern Pine Electric Power Association (hereinafter called the "Association"), upon the following terms and conditions:

1. The applicant will pay to the Association the sum of Five Dollars (\$5.00), which if this application is accepted by the Association will constitute the applicant's membership fee. The applicant expressly agrees that the Association may use so much of the five dollars (\$5.00) herewith paid as may be necessary to defray expenses incident to the operation of the Association.
2. The applicant will, when electric energy becomes available, purchase from the Association all electric energy used on premises of the applicant within the Association's certificated area and will pay therefor monthly at rates which will be fixed by the Board of Directors of the Association.
3. The applicant will cause his or her premises to be wired in accordance with the National Electric Code as published by the National Fire Protection Association.
4. The applicant will comply with and be bound by the provisions of the charter and by-laws of the Association, and such rules and regulations as may, from time to time, be adopted by the Association, insofar as the same applies to energy purchased by the applicant from the Association.
5. The acceptance of this application by the Association shall constitute an agreement between the Association and the applicant upon the terms hereinabove set forth.

TAX ID NO. _____


Witness


Applicant
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403
Account: 7000212-003

The above application for membership accepted this 3rd day of September, 2013.

SOUTHERN PINE ELECTRIC POWER ASSOCIATION

BY: _____

AGREEMENT FOR ELECTRIC SERVICE

AGREEMENT made August 19, 2013 between **SOUTHERN PINE ELECTRIC POWER ASSOCIATION** (hereinafter called the "Seller"), and **CITY OF HATTIESBURG** (hereinafter called the "Consumer"), a Corporation.

Seller shall sell, deliver and transfer to the Consumer, up to 45 kilowatts, and the Consumer shall take and acquire title to all electrical energy provided by Seller to Consumer hereunder at a point of division between Seller's facilities and Consumer's facilities. Such location to be described in Exhibit A, attached hereto and by this reference made a part hereof upon the following terms:

SERVICE CHARACTERISTICS:

Service hereunder shall be 60 Hertz alternating current, 3 phase, 4 wire, A connected at a nominal standard voltage of 120/240. Seller shall make all necessary connections to the Consumer's facilities at the point where Seller's facilities connect to Consumer's facilities as described in Exhibit A.

OBLIGATION OF PARTIES:

Consumer agrees to the following:

To execute a right-of-way and easement conveying to Seller, sufficient area for the construction, operation and maintenance of its facilities necessary to provide service hereunder with all necessary rights of ingress and egress there from. Said right-of-way and easement for said purpose to be executed in such reasonable form and content as shall be approved by Seller.

Consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of purchased power and shall not sell to any other person, firm or legal entity electric power and energy purchased hereunder.

Electric service supplied by Seller under terms of this contract is to serve reasonably stable loads up to the maximum capacity as per specifications in above. Where such capacity is inadequate or where Seller's service to others is affected by highly fluctuating loads of Consumer such as loads imposed by arc-furnaces, welders, large motors, and/or large hoists, etc., the Seller may require the Consumer, at the consumer's expense, to install such corrective measures as will reasonably limit such fluctuation and disturbances. The Consumer shall at all times use electric power in such manner that the load at the point of delivery shall not cause an unbalance between phases of more than 10%. If the load is unbalanced more than 10%, the Seller reserves the right to require the Consumer, at the Consumer's expense, to make the necessary changes to correct such condition. In addition to any other remedies the Seller may have hereunder, if the Consumer does not make such changes, the Seller may, in its determination of billing demand, assume that the load on each phase is equal to the greatest load of any phase.

All motors above 50 hp must have reduced voltage starter, to minimize distribution line disturbance. The Consumer agrees that if these motors adversely affect this particular distribution line, he will, when notified by the Seller in writing, discontinue use of the motors. However, if Consumer desires to continue using the motors, the Consumer shall reimburse the Seller for any expense incurred in making adjustments in its power distribution facilities to eliminate the objectionable voltage variations.

The Consumer further agrees that if its equipment distorts the voltage and current wave form and produces harmonics in excess of current IEEE-519 Standard, it will, when notified by the Seller in writing, discontinue use of such equipment. The Consumer further agrees that if the equipment causes noise on the commercial telephone system in excess of 20 dbrnc and 80 power influence, it will, when notified by the Seller in writing, discontinue use of such equipment. If Consumer desires to continue use of the equipment, it will, at its own expense, make the necessary modifications and adjustments to the equipment to reduce any of the objectionable harmonics and telephone noise to acceptable limits. The Consumer also agrees to cooperate with Seller to make any measurements as may be necessary if any of the above conditions occur.

Consumer accepts complete responsibility for protecting its equipment, facilities, property, and any persons lawfully on its premises from any natural or artificial condition occurring on or transmitted by the Seller's system from any source. Consumer's electrical facilities, equipment and appliances shall be constructed and connected to Seller's electrical facilities in such manner as to comply with all applicable provisions of the National Electric Code and the National Electrical Safety Code, and, the bylaws, rules and policies of the Seller.

Consumer further agrees and binds itself to indemnify and hold harmless Seller from any claims, loss or damage that should be caused Seller or any of Seller's consumers, due to Consumer's failure to comply with the requirements of Seller as above stipulated. In the event of any such occurrence, Consumer shall within sixty (60) days' notice thereof by Seller, correct such problems as should be created by Consumer's equipment, failing to do so, Seller shall immediately disconnect Consumers' service without any liability therefore.

Except in the event of Act of God or Seller's negligence, Consumer shall indemnify and hold harmless Seller, its officers, directors, agents and employees from and against any and all claims, liabilities, losses, damages, penalties, causes of action and suits for death, personal injury or property damages to third parties, together with all reasonable attorney's fees, deposition fees, expert witness fees, court costs, and any and all other costs reasonably expended in the defense of any such claim or action against the Seller, its officers, directors, agents and employees, caused by, contributed to, or in any way brought about by the purchase or use of electric energy acquired by Consumer from Seller hereunder. The indemnities herein provided shall commence at the division of ownership between Seller's facilities and Consumer's facilities as defined in Exhibit A, hereof. Consumer's obligations to indemnify and hold harmless Seller, its officers, directors, agents and employees as herein provided shall survive the termination of this Contract. The obligation to indemnify as set forth in this paragraph is also applicable from the Seller to the Consumer, in the event of an action or injury caused solely by the negligence of the Seller in the sale or delivery of electric energy to the Consumer as provided by this Contract.

PAYMENT

The Consumer shall pay the Seller for service hereunder at the rates and upon the terms and conditions set forth in Rate Schedule GS attached to and made a part of this Agreement. Notwithstanding any provision of the Schedule and irrespective of Consumer's requirements for or use of electric power and energy, the demand for billing purposes hereunder shall be not less than as specified in applicable rate schedule for any billing period. In any event the Consumer shall pay to the Seller not less than \$45.00 per month for service or for having service available hereunder or the minimum bill per month as specified in the applicable rate schedule, whichever is greater.

The initial billing period shall start when Consumer begins using electric power and energy, or thirty days after the Seller notifies the Consumer in writing that service is available hereunder, whichever shall occur first.

Bills for service hereunder shall be paid at the office of the Seller in Taylorsville, Mississippi. Such payments shall be due on the 20th day of each month for service furnished during the preceding monthly billing period. If the Consumer shall fail to make any such payment within fifteen days after such payment is due, the Seller may discontinue service to the Consumer upon giving fifteen day's written notice to the Consumer of its intention so to do, provided, however, that such discontinuance of service shall not relieve the Consumer of any of its obligations under this agreement.

The Consumer agrees that if, at any time, the rate under which the Seller purchases electric service at wholesale is modified, the Seller may make a corresponding modification in the rate for service hereunder.

Provided, in the event of any general rate increase of the Seller, the then applicable rate schedule for the type service rendered Consumer hereunder, shall thereafter be applicable hereto.

Further, the Consumer agrees that the Seller may collect any additional costs as authorized or directed by any governmental body or court having jurisdiction over such matters.

In the event of any erroneous under billing made by Seller to Consumer, whether the same should result from mistake, inadvertence, negligence or fault of either the Seller or Consumer, Consumer agrees that upon the Seller providing it reasonable adequate information that such prior billing has been incorrect, then Consumer shall pay to Seller such amount as shall be required by Seller to correct said inaccurate billing. Seller agrees on its part to correct any erroneous over billing made to Consumer by Seller for any of the causes herein set forth, by either providing a credit on Consumer's future purchases or by refunding the amount of such overbilling.

MEMBERSHIP

The Consumer shall become a member of the Seller, shall pay the membership fee and be bound by the by-laws and such rules and regulations as may from time to time be adopted by the Seller.

CONTINUITY OF SERVICE

The obligations of the Seller to provide electric service hereunder are dependent upon its securing and retaining the necessary material, labor, apparatus, rights, easements, privileges, franchises, and permits, including necessary approvals of any governmental regulatory body, and the Seller shall not be liable to the Consumer in the event it is delayed in the delivery of electric service, or is prevented from furnishing the electric service herein provided for, by its failure to secure and retain such labor, material, apparatus, rights, easements, privileges, franchises, permits and approvals if all reasonable efforts on the part of the Seller have been taken to secure same, and the electric service hereunder shall also be subject to all laws, rules, and regulations which may be applicable to Seller. In the event the Seller is delayed in delivering service from any of the above causes, the time fixed for the commencement of the term of this agreement shall be extended for a period equal to such delay, and if the electric service is interrupted due to injunction, strike, riot, invasion, flood, fire, accident, breakdown, or from maintenance of or repairs to its system, or any part thereof, or from cutting in new consumers or from any cause beyond the Seller's control, the Seller shall not be liable to the Consumer for such interruptions but shall use its best efforts to restore the electric service and during such interruptions the Consumer shall have the right to such other power as may be available.

The obligations of the Seller under the terms of this agreement are further dependent upon and subject to the conditions brought about by war, the necessities of war, or the demand of the United States Government, and the Seller assumes no obligation hereunder to continue the delivery of any quantity of power when or in the event it is required to supply such power to the United States Government, or to any person, firm, corporation, business, or industry designated by the United States Government.

In the event the Consumer shall make an assignment for the benefit of the Consumer's creditors, or voluntary or involuntary proceedings in bankruptcy are instituted seeking to adjudge the Consumer a bankrupt, or if the Consumer be adjudged a bankrupt, or if the Consumer's affairs be placed in the hands of any court for administration, or if the Consumer shall fail to comply with the terms hereof, this agreement shall, at the Seller's option, thereupon terminate, subject to the provisions of 11 U.S.C.A. 366. Provided, that such termination by Seller, shall in no wise diminish Consumer's obligations to Seller as hereinafter set forth.

RIGHT OF ACCESS

Duly authorized representatives of the Seller shall be permitted to enter the Consumer's premises at all reasonable times in order to carry out the provisions hereof.

TERM

This Agreement shall become effective on the date first above written and shall remain in effect for five (5) years following the start of the initial billing period and thereafter until terminated by either party giving to the other one month's notice in writing.

SUCCESSION AND APPROVAL

This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

If the maximum amount of power to be delivered hereunder is greater than 1000 KW, this contract shall not be effective unless approved in writing by the Administrator of the Rural Utilities Service.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement all as of the day and year first above written.

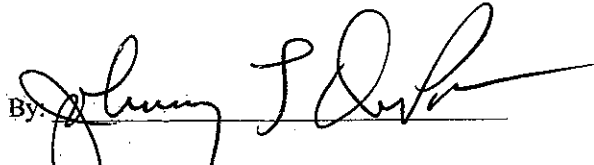
SOUTHERN PINE ELECTRIC POWER ASSOCIATION
(Seller)

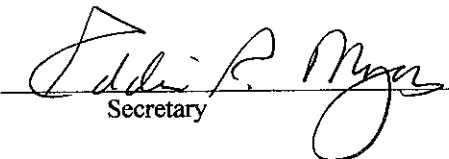
By: _____
President

Attest: _____
Secretary

CITY OF HATTIESBURG
Consumer

TAX ID NO. _____

By: 
Title of Officer: * Mayor

Attest: 
Secretary

* If other than president, vice-president, partner or owner, a power of attorney must accompany contract.

EXHIBIT A

DESCRIPTION AND LOCATION OF SERVICE

TYPE OF OPERATION
Sewer Lift Station

USE OF SERVICE

LOCATION
SW 1/4, S34, T5N, R14W, Lamar County, MS

SIZE OF LARGEST MOTOR
10 HP

ACCOUNT NUMBER
7000212-003

WORK ORDER 1225912
MAP LOCATION 12A3493

OWNER

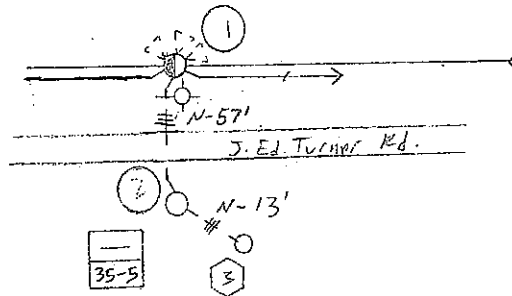
City of Hattiesburg

OWNERS ADDRESS

P.O. Box 1898
Hattiesburg, MS 39403

MAIL BILLS AND NOTICES TO

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



The division of ownership between the Seller's facilities and the Consumer's facilities shall be the point of attachment of the Seller's 120/240 volt service line to the Consumer's service entrance as shown in the above diagram. The Consumer shall own the pole and all equipment and facilities beyond the Service entrance.

GENERAL SERVICE RATE SCHEDULE GS

Date Effective: June 1, 2010

Page 1 of 3

AVAILABILITY

Available for commercial, industrial, and large three-phase farm services, less than 75 kVA, for all uses subject to the established rules and regulations of the Seller, where all service required on the premises is supplied at one point of delivery and measured by one meter and for the exclusive use of the Consumer, and shall not be resold or shared with others.

CHARACTER OF SERVICE

Three-phase, 60 hertz, at available voltages.

Seller will provide sufficient capacity at the point of delivery to serve reasonably stable loads up to the maximum capacity Consumer contracts for. Where such capacity is inadequate or where Seller's service to others is affected by highly fluctuating loads of Consumer, such as loads imposed by arc-furnaces, welders, large hoists, rocker arm pumps, etc., Seller may by specific agreement provide such additional facilities as would be appropriate.

NET MONTHLY RATE

Customer Charge:
\$51.00 per Consumer

Demand Charge:
\$8.00 per kW of billing demand.

Energy Charge:
8.7 Cents per kWh

DETERMINATION OF BILLING DEMAND

The billing demand shall be the maximum demand established by the Consumer for any period of fifteen consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for the power factor as provided hereafter, but in no event less than 70% of the highest measured demand established in the preceding eleven months, or as may be provided by contract.

GENERAL SERVICE RATE SCHEDULE GS

Date Effective: June 1, 2010

Page 2 of 3

POWER FACTOR ADJUSTMENT

The Consumer agrees to maintain unity power factor as nearly as practicable. Demand charges will be adjusted to correct for power factors lower than 95%. Such adjustments will be made by increasing the measured demand by the percentage amount of which the average power factor is less than 95%.

MINIMUM CHARGE

The minimum monthly charge shall be the greater of:

1. \$51.00 per month, or \$1.00 per kVA of installed transformer capacity.
2. The billing demand charge per month, plus 8.7 cents per kWh.
3. The minimum monthly charge specified in the contract.

DELIVERY POINT

Unless otherwise specified in the service contract, the delivery point shall be the metering point, or the point of attachment of the Seller's facilities to the Consumer's facilities. All wiring, pole lines, and other equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the Consumer.

TAX CLAUSE

Billings under this rate shall be subject to the Mississippi state and municipal sales taxes and any new or additional taxes imposed upon Seller by any governmental authority after the effective date of this schedule. If these new or additional taxes are allocable to the Consumer on a per meter or per kWh basis, they will be added to the bill rendered hereunder directly on the same basis. If, however, the new or additional taxes are not allocable directly, then the total of such taxes paid during the preceding year will be divided by the total kWh sold during the preceding year and all kWh billed under this schedule will be adjusted by the amount thus derived.

TERMS OF PAYMENT

The above rates are net, the gross rates being one and one half percent (1.5%) higher. In the event the current monthly bill is not paid within twenty-one (21) days from the date of the bill, the gross rates shall apply.

**GENERAL SERVICE
RATE SCHEDULE GS**

Date Effective: June 1, 2010

Page 3 of 3

ENVIRONMENTAL COMPLIANCE CHARGE

To the above charges for electrical service rendered under this Rate Schedule, there shall be added an amount per kWh, equal to the Environmental Compliance Charge of Seller's supplier.

If the Environmental Compliance Charge per kilowatt-hour (kWh) of power purchased by the Association changes from the base cost of 2.87 mills per kWh, the Association shall increase or decrease its rate by an amount sufficient to compensate for the change.

COST OF POWER ADJUSTMENT

If the cost per kilowatt-hour (kWh) of purchased power to the Association changes from the base cost of 84.27 mills per kWh purchased embedded in the Association's rates, the Association shall increase or decrease its retail rates by an amount sufficient to compensate for the change

AGREEMENT FOR ELECTRIC SERVICE

AGREEMENT made August 19, 2013 between **SOUTHERN PINE ELECTRIC POWER ASSOCIATION** (hereinafter called the "Seller"), and **CITY OF HATTIESBURG** (hereinafter called the "Consumer"), a Corporation.

Seller shall sell, deliver and transfer to the Consumer, up to 45 kilowatts, and the Consumer shall take and acquire title to all electrical energy provided by Seller to Consumer hereunder at a point of division between Seller's facilities and Consumer's facilities. Such location to be described in Exhibit A, attached hereto and by this reference made a part hereof upon the following terms:

SERVICE CHARACTERISTICS:

Service hereunder shall be 60 Hertz alternating current, 3 phase, 4 wire, A connected at a nominal standard voltage of 120/240. Seller shall make all necessary connections to the Consumer's facilities at the point where Seller's facilities connect to Consumer's facilities as described in Exhibit A.

OBLIGATION OF PARTIES:

Consumer agrees to the following:

To execute a right-of-way and easement conveying to Seller, sufficient area for the construction, operation and maintenance of its facilities necessary to provide service hereunder with all necessary rights of ingress and egress there from. Said right-of-way and easement for said purpose to be executed in such reasonable form and content as shall be approved by Seller.

Consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of purchased power and shall not sell to any other person, firm or legal entity electric power and energy purchased hereunder.

Electric service supplied by Seller under terms of this contract is to serve reasonably stable loads up to the maximum capacity as per specifications in above. Where such capacity is inadequate or where Seller's service to others is affected by highly fluctuating loads of Consumer such as loads imposed by arc-furnaces, welders, large motors, and/or large hoists, etc., the Seller may require the Consumer, at the consumer's expense, to install such corrective measures as will reasonably limit such fluctuation and disturbances. The Consumer shall at all times use electric power in such manner that the load at the point of delivery shall not cause an unbalance between phases of more than 10%. If the load is unbalanced more than 10%, the Seller reserves the right to require the Consumer, at the Consumer's expense, to make the necessary changes to correct such condition. In addition to any other remedies the Seller may have hereunder, if the Consumer does not make such changes, the Seller may, in its determination of billing demand, assume that the load on each phase is equal to the greatest load of any phase.

All motors above 50 hp must have reduced voltage starter, to minimize distribution line disturbance. The Consumer agrees that if these motors adversely affect this particular distribution line, he will, when notified by the Seller in writing, discontinue use of the motors. However, if Consumer desires to continue using the motors, the Consumer shall reimburse the Seller for any expense incurred in making adjustments in its power distribution facilities to eliminate the objectionable voltage variations.

The Consumer further agrees that if its equipment distorts the voltage and current wave form and produces harmonics in excess of current IEEE-519 Standard, it will, when notified by the Seller in writing, discontinue use of such equipment. The Consumer further agrees that if the equipment causes noise on the commercial telephone system in excess of 20 dbrnc and 80 power influence, it will, when notified by the Seller in writing, discontinue use of such equipment. If Consumer desires to continue use of the equipment, it will, at its own expense, make the necessary modifications and adjustments to the equipment to reduce any of the objectionable harmonics and telephone noise to acceptable limits. The Consumer also agrees to cooperate with Seller to make any measurements as may be necessary if any of the above conditions occur.

Consumer accepts complete responsibility for protecting its equipment, facilities, property, and any persons lawfully on its premises from any natural or artificial condition occurring on or transmitted by the Seller's system from any source. Consumer's electrical facilities, equipment and appliances shall be constructed and connected to Seller's electrical facilities in such manner as to comply with all applicable provisions of the National Electric Code and the National Electrical Safety Code, and, the bylaws, rules and policies of the Seller.

Consumer further agrees and binds itself to indemnify and hold harmless Seller from any claims, loss or damage that should be caused Seller or any of Seller's consumers, due to Consumer's failure to comply with the requirements of Seller as above stipulated. In the event of any such occurrence, Consumer shall within sixty (60) days' notice thereof by Seller, correct such problems as should be created by Consumer's equipment, failing to do so, Seller shall immediately disconnect Consumers' service without any liability therefore.

Except in the event of Act of God or Seller's negligence, Consumer shall indemnify and hold harmless Seller, its officers, directors, agents and employees from and against any and all claims, liabilities, losses, damages, penalties, causes of action and suits for death, personal injury or property damages to third parties, together with all reasonable attorney's fees, deposition fees, expert witness fees, court costs, and any and all other costs reasonably expended in the defense of any such claim or action against the Seller, its officers, directors, agents and employees, caused by, contributed to, or in any way brought about by the purchase or use of electric energy acquired by Consumer from Seller hereunder. The indemnities herein provided shall commence at the division of ownership between Seller's facilities and Consumer's facilities as defined in Exhibit A, hereof. Consumer's obligations to indemnify and hold harmless Seller, its officers, directors, agents and employees as herein provided shall survive the termination of this Contract. The obligation to indemnify as set forth in this paragraph is also applicable from the Seller to the Consumer, in the event of an action or injury caused solely by the negligence of the Seller in the sale or delivery of electric energy to the Consumer as provided by this Contract.

PAYMENT

The Consumer shall pay the Seller for service hereunder at the rates and upon the terms and conditions set forth in Rate Schedule GS attached to and made a part of this Agreement. Notwithstanding any provision of the Schedule and irrespective of Consumer's requirements for or use of electric power and energy, the demand for billing purposes hereunder shall be not less than as specified in applicable rate schedule for any billing period. In any event the Consumer shall pay to the Seller not less than \$45.00 per month for service or for having service available hereunder or the minimum bill per month as specified in the applicable rate schedule, whichever is greater.

The initial billing period shall start when Consumer begins using electric power and energy, or thirty days after the Seller notifies the Consumer in writing that service is available hereunder, whichever shall occur first.

Bills for service hereunder shall be paid at the office of the Seller in Taylorsville, Mississippi. Such payments shall be due on the 20th day of each month for service furnished during the preceding monthly billing period. If the Consumer shall fail to make any such payment within fifteen days after such payment is due, the Seller may discontinue service to the Consumer upon giving fifteen day's written notice to the Consumer of its intention so to do, provided, however, that such discontinuance of service shall not relieve the Consumer of any of its obligations under this agreement.

The Consumer agrees that if, at any time, the rate under which the Seller purchases electric service at wholesale is modified, the Seller may make a corresponding modification in the rate for service hereunder.

Provided, in the event of any general rate increase of the Seller, the then applicable rate schedule for the type service rendered Consumer hereunder, shall thereafter be applicable hereto.

Further, the Consumer agrees that the Seller may collect any additional costs as authorized or directed by any governmental body or court having jurisdiction over such matters.

In the event of any erroneous under billing made by Seller to Consumer, whether the same should result from mistake, inadvertence, negligence or fault of either the Seller or Consumer, Consumer agrees that upon the Seller providing it reasonable adequate information that such prior billing has been incorrect, then Consumer shall pay to Seller such amount as shall be required by Seller to correct said inaccurate billing. Seller agrees on its part to correct any erroneous over billing made to Consumer by Seller for any of the causes herein set forth, by either providing a credit on Consumer's future purchases or by refunding the amount of such overbilling.

MEMBERSHIP

The Consumer shall become a member of the Seller, shall pay the membership fee and be bound by the by-laws and such rules and regulations as may from time to time be adopted by the Seller.

CONTINUITY OF SERVICE

The obligations of the Seller to provide electric service hereunder are dependent upon its securing and retaining the necessary material, labor, apparatus, rights, easements, privileges, franchises, and permits, including necessary approvals of any governmental regulatory body, and the Seller shall not be liable to the Consumer in the event it is delayed in the delivery of electric service, or is prevented from furnishing the electric service herein provided for, by its failure to secure and retain such labor, material, apparatus, rights, easements, privileges, franchises, permits and approvals if all reasonable efforts on the part of the Seller have been taken to secure same, and the electric service hereunder shall also be subject to all laws, rules, and regulations which may be applicable to Seller. In the event the Seller is delayed in delivering service from any of the above causes, the time fixed for the commencement of the term of this agreement shall be extended for a period equal to such delay, and if the electric service is interrupted due to injunction, strike, riot, invasion, flood, fire, accident, breakdown, or from maintenance of or repairs to its system, or any part thereof, or from cutting in new consumers or from any cause beyond the Seller's control, the Seller shall not be liable to the Consumer for such interruptions but shall use its best efforts to restore the electric service and during such interruptions the Consumer shall have the right to such other power as may be available.

The obligations of the Seller under the terms of this agreement are further dependent upon and subject to the conditions brought about by war, the necessities of war, or the demand of the United States Government, and the Seller assumes no obligation hereunder to continue the delivery of any quantity of power when or in the event it is required to supply such power to the United States Government, or to any person, firm, corporation, business, or industry designated by the United States Government.

In the event the Consumer shall make an assignment for the benefit of the Consumer's creditors, or voluntary or involuntary proceedings in bankruptcy are instituted seeking to adjudge the Consumer a bankrupt, or if the Consumer be adjudged a bankrupt, or if the Consumer's affairs be placed in the hands of any court for administration, or if the Consumer shall fail to comply with the terms hereof, this agreement shall, at the Seller's option, thereupon terminate, subject to the provisions of 11 U.S.C.A. 366. Provided, that such termination by Seller, shall in no wise diminish Consumer's obligations to Seller as hereinafter set forth.

RIGHT OF ACCESS

Duly authorized representatives of the Seller shall be permitted to enter the Consumer's premises at all reasonable times in order to carry out the provisions hereof.

TERM

This Agreement shall become effective on the date first above written and shall remain in effect for five (5) years following the start of the initial billing period and thereafter until terminated by either party giving to the other one month's notice in writing.

SUCCESSION AND APPROVAL

This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

If the maximum amount of power to be delivered hereunder is greater than 1000 KW, this contract shall not be effective unless approved in writing by the Administrator of the Rural Utilities Service.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement all as of the day and year first above written.

SOUTHERN PINE ELECTRIC POWER ASSOCIATION
(Seller)

By: Billy M. Boag
President

Attest: [Signature]
Secretary

CITY OF HATTIESBURG
Consumer

TAX ID NO. 64-6000432

By: [Signature]

Attest: [Signature]
Secretary

Title of Officer: * Mayor

* If other than president, vice-president, partner or owner, a power of attorney must accompany contract.

EXHIBIT A

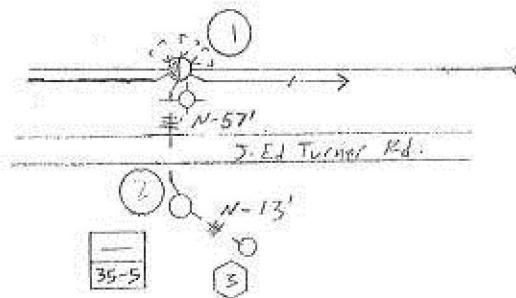
DESCRIPTION AND LOCATION OF SERVICE

TYPE OF OPERATION Sewer Lift Station	USE OF SERVICE
LOCATION SW 1/4, S34, T5N, R14W, Lamar County, MS	SIZE OF LARGEST MOTOR 10 HP
ACCOUNT NUMBER 7000212-003	WORK ORDER 1225912 MAP LOCATION 12A3493

OWNER
City of Hattiesburg

OWNERS ADDRESS
**P.O. Box 1898
Hattiesburg, MS 39403**

MAIL BILLS AND NOTICES TO
**City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403**



The division of ownership between the Seller's facilities and the Consumer's facilities shall be the point of attachment of the Seller's 120/240 volt service line to the Consumer's service entrance as shown in the above diagram. The Consumer shall own the pole and all equipment and facilities beyond the Service entrance.

GENERAL SERVICE RATE SCHEDULE GS

Date Effective: June 1, 2010

Page 1 of 3

AVAILABILITY

Available for commercial, industrial, and large three-phase farm services, less than 75 kVA, for all uses subject to the established rules and regulations of the Seller, where all service required on the premises is supplied at one point of delivery and measured by one meter and for the exclusive use of the Consumer, and shall not be resold or shared with others.

CHARACTER OF SERVICE

Three-phase, 60 hertz, at available voltages.

Seller will provide sufficient capacity at the point of delivery to serve reasonably stable loads up to the maximum capacity Consumer contracts for. Where such capacity is inadequate or where Seller's service to others is affected by highly fluctuating loads of Consumer, such as loads imposed by arc-furnaces, welders, large hoists, rocker arm pumps, etc., Seller may by specific agreement provide such additional facilities as would be appropriate.

NET MONTHLY RATE

Customer Charge:
\$51.00 per Consumer

Demand Charge:
\$8.00 per kW of billing demand.

Energy Charge:
8.7 Cents per kWh

DETERMINATION OF BILLING DEMAND

The billing demand shall be the maximum demand established by the Consumer for any period of fifteen consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for the power factor as provided hereafter, but in no event less than 70% of the highest measured demand established in the preceding eleven months, or as may be provided by contract.

GENERAL SERVICE RATE SCHEDULE GS

Date Effective: June 1, 2010

Page 2 of 3

POWER FACTOR ADJUSTMENT

The Consumer agrees to maintain unity power factor as nearly as practicable. Demand charges will be adjusted to correct for power factors lower than 95%. Such adjustments will be made by increasing the measured demand by the percentage amount of which the average power factor is less than 95%.

MINIMUM CHARGE

The minimum monthly charge shall be the greater of:

1. \$51.00 per month, or \$1.00 per kVA of installed transformer capacity.
2. The billing demand charge per month, plus 8.7 cents per kWh.
3. The minimum monthly charge specified in the contract.

DELIVERY POINT

Unless otherwise specified in the service contract, the delivery point shall be the metering point, or the point of attachment of the Seller's facilities to the Consumer's facilities. All wiring, pole lines, and other equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the Consumer.

TAX CLAUSE

Billings under this rate shall be subject to the Mississippi state and municipal sales taxes and any new or additional taxes imposed upon Seller by any governmental authority after the effective date of this schedule. If these new or additional taxes are allocable to the Consumer on a per meter or per kWh basis, they will be added to the bill rendered hereunder directly on the same basis. If, however, the new or additional taxes are not allocable directly, then the total of such taxes paid during the preceding year will be divided by the total kWh sold during the preceding year and all kWh billed under this schedule will be adjusted by the amount thus derived.

TERMS OF PAYMENT

The above rates are net, the gross rates being one and one half percent (1.5%) higher. In the event the current monthly bill is not paid within twenty-one (21) days from the date of the bill, the gross rates shall apply.

GENERAL SERVICE RATE SCHEDULE GS

Date Effective: June 1, 2010

Page 3 of 3

ENVIRONMENTAL COMPLIANCE CHARGE

To the above charges for electrical service rendered under this Rate Schedule, there shall be added an amount per kWh, equal to the Environmental Compliance Charge of Seller's supplier.

If the Environmental Compliance Charge per kilowatt-hour (kWh) of power purchased by the Association changes from the base cost of 2.87 mills per kWh, the Association shall increase or decrease its rate by an amount sufficient to compensate for the change.

COST OF POWER ADJUSTMENT

If the cost per kilowatt-hour (kWh) of purchased power to the Association changes from the base cost of 84.27 mills per kWh purchased embedded in the Association's rates, the Association shall increase or decrease its retail rates by an amount sufficient to compensate for the change



City of Hattiesburg, MS

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

Master

File Number: 2013-0566

File ID: 2013-0566

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 08/29/2013

Final Action: 09/03/2013

Brief Title: Event marketing agreement with IMG College, LLC, for marketing partnership with USM athletics for a three year period beginning July 1, 2013 and ending June 30, 2016

Minute Book Number: MB2013-265-266

Title:

Approve and authorize execution of event marketing agreement with IMG College, LLC, for marketing partnership with USM athletics for a three year period beginning July 1, 2013 and ending June 30, 2016, in the annual amounts outlined in said agreement.

Notes:

Sponsors:

Enactment Date:

Attachments: IMG Agreement, executed IMG Agreement

Enactment Number:

Contact:

Meeting Date: 09/03/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/03/2013	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Approve and authorize execution of event marketing agreement with IMG College, LLC, for marketing partnership with USM athletics for a three year period beginning July 1, 2013 and ending June 30, 2016, in the annual amounts outlined in said agreement.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Delgado, Carroll and Dryden							
Nays: 0							
Absent: 1 - Naylor							

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

Text of Legislative File 2013-0566

Title

Approve and authorize execution of event marketing agreement with IMG College, LLC, for marketing partnership with USM athletics for a three year period beginning July 1, 2013 and ending June 30, 2016, in the annual amounts outlined in said agreement.

Summary

Event marketing agreement with IMG College, LLC, for marketing partnership with USM athletics for a three year period beginning July 1, 2013 and ending June 30, 2016

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Sponsor #: 0000748357

Contract #: 75932

Date: 8/29/2013

Sponsor: City of Hattiesburg
Attn: Chinika Hood
PO Box 1898
Hattiesburg, MS 39402

Bill To: City of Hattiesburg
Attn: Johnny DuPree
P.O. Box 1898
Hattiesburg, MS 39402

This Marketing Agreement ("Agreement") relates to sponsorship opportunities and the specific inventory items listed herein at the below-listed University, solely with respect to its athletics department ("University"). IMG College, LLC ("IMG"), as University's designated multi-media rights holder, appreciates Sponsor's commitment to support and sponsor University. Sponsor and IMG agree the following terms and conditions are applicable to this Agreement.

DURING EACH CONTRACT YEAR OF THE TERM OF THIS AGREEMENT, SPONSOR SHALL RECEIVE:

<u>University</u>	<u>Sport</u>	<u>Product</u>	<u>Inventory Item</u>	<u>Quantity</u>	<u>Events</u>
USM	All Sport	Miscellaneous	appearance of Seymour	1	2
USM	Baseball	Gameday	PA Announcement & Videoboard Recognition	2	Season
USM	Baseball	Signage	Concourse Signage	1	Season
USM	Baseball	Tickets	Season Ticket	14	Season
USM	Basketball	Gameday	On-Court Promotion	1	1
USM	Basketball - Men's	Gameday	PA Announcement	2	Season
USM	Basketball - Men's	Print	Game Program (P) Quarter- Page Ad	1	Season
USM	Basketball - Men's	Television	Coach's Show Spot	1	10
USM	Basketball - Men's	Tickets	Season Parking Pass	2	Season
USM	Basketball - Men's	Tickets	Season Ticket	12	Season
USM	Basketball - Women's	Tickets	Season Ticket	4	Season
USM	Football	Gameday	Game Day On-Field Promotion	1	1
USM	Football	Hospitality	Eagle Village Hospitality	40	1
USM	Football	Hospitality	Eagle Village Hospitality	6	5
USM	Football	Print	Game Program Full-Page Color Ad	1	Season
USM	Football	Signage	West Concourse Panels	1	Season
USM	Football	Television	Coach's Show Spot	1	15
USM	Football	Tickets	Season Parking Pass	2	Season
USM	Football	Tickets	Season Ticket	20	Season
USM	Softball	Gameday	PA Announcement	1	Season

CONTRACT TERMS:

Contract Period ("Term"): 07/01/2013 to 06/30/2016

Annual Investment:

Contract Year IMG Net Cash Amount

2013-2014	\$25,000.00
2014-2015	\$26,250.00
2015-2016	\$27,562.50

General Comments:

Sponsor shall pay IMG the IMG Net Cash Amount reflected above in accordance with the Installment Billing schedule below. There is no agency commission included in this Agreement.

INSTALLMENT BILLING SCHEDULE:

Invoice Date IMG Net Cash Invoice Amount

10/01/2013	\$25,000.00
10/01/2014	\$26,250.00
10/01/2015	\$27,562.50

Sponsor agrees to submit each payment by check or wire transfer. If Sponsor pays by check, Sponsor should send the check together with a remittance or invoice identifying University and this Agreement to the following remittance address, unless and until IMG directs otherwise: IMG College, LLC, Box 16533, Palatine, IL 60055. If Sponsor pays by wire or funds transfer, Sponsor should request applicable account information from IMG's chief financial officer or accounting department. Any amount not duly paid within thirty (30) days of the applicable invoice date shall be subject to a finance charge of one and one-half percent (1.5%) per month to be paid by Sponsor. As a convenience and reminder for Sponsor, IMG will submit invoices to Sponsor at the address previously set forth in this Agreement.

Billing Notes:

*Terms: Due Net Ten (10) Days.
Checks should be made payable to IMG College, LLC.*

ADDITIONAL TERMS AND CONDITIONS

Sponsor and IMG agree the following additional terms and conditions are applicable to this Agreement.

Trademarks. No authorization is granted herein to Sponsor for use of University's names, logos, trademarks, service marks, trade names or other identifying indicia ("Trademarks"). Accordingly, any such use is prohibited.

Insurance. Sponsor shall carry at all times during the Term: (i) commercial general liability insurance (including, without limitation, premises-operations, broad-form property damage, products and completed operations, contractual liability, independent contractors and personal and advertising injury) with a minimum combined single limit for each occurrence of at least One Million Dollars (\$1,000,000.00), a general aggregate of Two Million Dollars (\$2,000,000.00) and a separate products-completed operations aggregate of Two Million Dollars (\$2,000,000.00); (ii) commercial automobile liability insurance with a minimum combined single limit of at least One Million Dollars (\$1,000,000.00) for each accident; (iii) workers' compensation insurance, as required by applicable law; (iv) employer's liability insurance with minimum limits of not less than One Million Dollars (\$1,000,000.00) for each accident and One Million Dollars (\$1,000,000.00) for disease coverage for each employee and policy and (v) umbrella liability insurance with a minimum combined single limit for each occurrence of at least Five Million Dollars (\$5,000,000.00) and an aggregate of Five Million Dollars (\$5,000,000.00). Sponsor's automobile liability, general liability and umbrella liability policies are to (i) be written on a primary and non-contributory basis and (ii) name IMG College, LLC, and its parent, subsidiary and affiliated companies, including their respective directors, officers, employees and agents, as additional insureds. A waiver of subrogation in favor of IMG College, LLC, and its parent, subsidiary and affiliated companies, including their respective directors, officers, employees and agents, should be included under the policies listed above. Sponsor will be responsible for paying any deductible or retention under its policies. Upon request, Sponsor shall furnish IMG with certificates of insurance evidencing its compliance with the provisions of this section.

Production Expenses. Sponsor shall also be responsible for paying production expenses associated with the preparation of signage inventory. IMG either will (i) present such costs for Sponsor's direct payment or (ii) if requested by Sponsor, pay such costs and reflect them to Sponsor as additional expenses.

Preparation of Promotional/Sponsorship Recognitions. IMG is responsible for providing publication space or spot-advertisement locations for Sponsor-prepared promotional/sponsorship recognitions or advertising. Advertising production, video or graphics production, talent charges and service charges, if any, are not covered under this Agreement and remain Sponsor's sole responsibility, but can be obtained for an additional service fee. Sponsor is responsible for timely submitting to IMG its advertisements, promotional/sponsorship recognitions, graphics, LED designs, video board features or Internet displays, as applicable, for elements listed in this Agreement ("Sponsorship Materials"). Sponsorship Materials provided by or on behalf of Sponsor shall be subject to IMG approval, which, hereunder, shall not be deemed approval as to conformity with any federal, state or local laws or regulations. If IMG has not received from Sponsor its applicable Sponsorship Materials for publication, distribution or display by the deadline date (which IMG will provide Sponsor), or if Sponsor submits to IMG copy corrections of such Sponsorship Materials after the deadline date, IMG shall not be obligated to publish Sponsor's Sponsorship Materials or corrected Sponsorship Materials, whichever the case may be. However, IMG's failure to publish Sponsor's Sponsorship Materials or corrected Sponsorship Materials due to Sponsor's failure to meet the deadline date shall in no way relieve Sponsor of any of its obligations and duties under this Agreement, including its obligation to submit payments in full, as set forth in the **Annual Investment** section. Sponsor agrees to hold and save IMG, University and each of their parents, subsidiaries, affiliates, officers, employees and agents harmless against any and all claims, losses or damages (including reasonable attorneys' fees and expenses) arising or resulting from IMG's publishing Sponsor's Sponsorship Materials, or any parts thereof, in the form or format Sponsor (or its agent) provided, approved or requested.

Compliance. In connection with Sponsor's activities with respect to this Agreement, Sponsor agrees to comply with the policies, rules and regulations of both University and any athletics conference to which University belongs during the Term (provided IMG gives Sponsor such policies, rules and regulations, in writing, reasonably in advance of their effective dates), as well as the NCAA's constitution, bylaws and rules (publicly available at www.ncaa.org). This obligation includes, but is not limited to, the obligation to comply with NCAA bylaws and rules restricting use of a student-athlete's name or likeness. Sponsor agrees to hold and save IMG, University and each of their parents, subsidiaries, affiliates, officers, employees and agents harmless against any and all claims, losses or damages (including reasonable attorneys' fees and expenses) arising or resulting from Sponsor's (or its agent's) breach of this section's provisions.

Effect of Breach. If Sponsor fails to make timely payment of the sponsorship amounts by the applicable payment dates set forth in the **Annual Investment** section (and fails to cure such non-payment within ten (10) days after receiving from IMG written notice thereof), then IMG reserves the right, but is not obligated, to suspend delivery (or provision) to Sponsor of any further sponsorship recognitions or benefits under this Agreement and/or to terminate this Agreement effective upon written notice from IMG to Sponsor. If Sponsor breaches the **Trademarks** section (including, without limitation, any unauthorized use of University's or IMG's Trademarks) or the **Compliance** section, IMG reserves the right to terminate this Agreement effective upon written notice from IMG to Sponsor. If IMG terminates this Agreement before the Term expires due to Sponsor's breach in accordance with this section, Sponsor shall remain liable for payment of all applicable sponsorship amounts for the entire Contract Year (during which the termination occurred), less only the actual amount IMG can recoup for such Contract Year's sponsorship elements not used by Sponsor through IMG sponsorship agreements obtained for University from other sponsors after the effective date of termination and before the end of such Contract Year.

Unforeseen Events. Should IMG, due to public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, acts of God or similar reasons, including, but not limited to, mechanical breakdowns beyond the control and without the fault of IMG, be unable to perform any of its obligations hereunder, it shall not be liable to Sponsor except to the extent of (i) providing suitable "make goods" approved by Sponsor and IMG or (ii) allowing a *pro rata* rate reduction on Sponsor's payments under this Agreement. Sponsor agrees, if for any reason there are any changes to the benefits to be provided it at any time during the Term, IMG, on Sponsor's behalf, will use its best efforts to acquire similar make-good benefits as are mutually agreeable to Sponsor and IMG. If Sponsor and IMG are unable to agree mutually upon any such make-good benefits, then IMG will promptly give Sponsor a *pro rata* credit (or, if necessary, a *pro rata* refund of fees already paid) for benefits not already provided hereunder.

Assignment. This Agreement is personal to Sponsor. Neither this Agreement nor any of Sponsor's rights shall be sold, transferred or assigned by Sponsor without IMG's prior written approval, and no rights shall devolve by operation of law or otherwise upon any Sponsor assignee, receiver, liquidator, trustee or other party. Any such unauthorized assignment shall be void and of no effect unless approved by IMG in writing. Subject to the foregoing, this Agreement shall be binding upon any approved Sponsor assignee or successor, and this Agreement shall inure to the benefit of IMG, its successors and permitted assigns.

Miscellaneous. This Agreement sets forth the entire understanding of the parties with respect to its subject matter, supersedes all prior negotiations and agreements between the parties concerning such subject matter and may be modified or amended only by a written instrument signed by each party. No representations have been made or relied on by either party, other than those expressly provided for. No agent, employee or other representative of either party is empowered to alter any of this Agreement's terms, unless in a written instrument signed by an authorized officer or agent of the appropriate party. A waiver by either party of any of the terms or conditions of this Agreement in any instance will not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. IMG may terminate this Agreement, effective immediately upon delivery of written notice to Sponsor, in the event IMG's rights agreement with University is terminated early for any reason. This Agreement will be governed by and construed in accordance with the laws of the state of Mississippi, without giving effect to its conflict of law rules.

Sponsor: City of Hattiesburg

Contract #: 75932

Contract Date: 8/29/2013

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective, duly-authorized officers.

IMG College, LLC

Sponsor

Signature of IMG College, LLC

Signature of Sponsor

Name: _____

(Please Print)

Title: _____

Title: _____

Date: _____

Date: _____

Thank you for your business!
For billing inquiries, please contact Office of Accounts Receivable at (336)-831-0737.

Sponsor #: 0000748357

Contract #: 75932

Date: 8/29/2013

Sponsor: City of Hattiesburg
Attn: Chinika Hood
PO Box 1898
Hattiesburg, MS 39402

Bill To: City of Hattiesburg
Attn: Johnny DuPree
P.O. Box 1898
Hattiesburg, MS 39402

This Marketing Agreement ("Agreement") relates to sponsorship opportunities and the specific inventory items listed herein at the below-listed University, solely with respect to its athletics department ("University"). IMG College, LLC ("IMG"), as University's designated multi-media rights holder, appreciates Sponsor's commitment to support and sponsor University. Sponsor and IMG agree the following terms and conditions are applicable to this Agreement.

DURING EACH CONTRACT YEAR OF THE TERM OF THIS AGREEMENT, SPONSOR SHALL RECEIVE:

<u>University</u>	<u>Sport</u>	<u>Product</u>	<u>Inventory Item</u>	<u>Quantity</u>	<u>Events</u>
USM	All Sport	Miscellaneous	appearance of Seymour	1	2
USM	Baseball	Gameday	PA Announcement & Videoboard Recognition	2	Season
USM	Baseball	Signage	Concourse Signage	1	Season
USM	Baseball	Tickets	Season Ticket	14	Season
USM	Basketball	Gameday	On-Court Promotion	1	1
USM	Basketball - Men's	Gameday	PA Announcement	2	Season
USM	Basketball - Men's	Print	Game Program (P) Quarter- Page Ad	1	Season
USM	Basketball - Men's	Television	Coach's Show Spot	1	10
USM	Basketball - Men's	Tickets	Season Parking Pass	2	Season
USM	Basketball - Men's	Tickets	Season Ticket	12	Season
USM	Basketball - Women's	Tickets	Season Ticket	4	Season
USM	Football	Gameday	Game Day On-Field Promotion	1	1
USM	Football	Hospitality	Eagle Village Hospitality	40	1
USM	Football	Hospitality	Eagle Village Hospitality	6	5
USM	Football	Print	Game Program Full-Page Color Ad	1	Season
USM	Football	Signage	West Concourse Panels	1	Season
USM	Football	Television	Coach's Show Spot	1	15
USM	Football	Tickets	Season Parking Pass	2	Season
USM	Football	Tickets	Season Ticket	20	Season
USM	Softball	Gameday	PA Announcement	1	Season

CONTRACT TERMS:

Contract Period ("Term"): 07/01/2013 to 06/30/2016

Annual Investment:

Contract Year IMG Net Cash Amount

2013-2014	\$25,000.00
2014-2015	\$26,250.00
2015-2016	\$27,562.50

General Comments:

Sponsor shall pay IMG the IMG Net Cash Amount reflected above in accordance with the Installment Billing schedule below.
There is no agency commission included in this Agreement.

INSTALLMENT BILLING SCHEDULE:

Invoice Date IMG Net Cash Invoice Amount

10/01/2013	\$25,000.00
10/01/2014	\$26,250.00
10/01/2015	\$27,562.50

Sponsor agrees to submit each payment by check or wire transfer. If Sponsor pays by check, Sponsor should send the check together with a remittance or invoice identifying University and this Agreement to the following remittance address, unless and until IMG directs otherwise: IMG College, LLC, Box 16533, Palatine, IL 60055. If Sponsor pays by wire or funds transfer, Sponsor should request applicable account information from IMG's chief financial officer or accounting department. Any amount not duly paid within thirty (30) days of the applicable invoice date shall be subject to a finance charge of one and one-half percent (1.5%) per month to be paid by Sponsor. As a convenience and reminder for Sponsor, IMG will submit invoices to Sponsor at the address previously set forth in this Agreement.

Billing Notes:

*Terms: Due Net Ten (10) Days.
Checks should be made payable to IMG College, LLC.*

ADDITIONAL TERMS AND CONDITIONS

Sponsor and IMG agree the following additional terms and conditions are applicable to this Agreement.

Trademarks. No authorization is granted herein to Sponsor for use of University's names, logos, trademarks, service marks, trade names or other identifying indicia ("Trademarks"). Accordingly, any such use is prohibited.

Insurance. Sponsor shall carry at all times during the Term: (i) commercial general liability insurance (including, without limitation, premises-operations, broad-form property damage, products and completed operations, contractual liability, independent contractors and personal and advertising injury) with a minimum combined single limit for each occurrence of at least One Million Dollars (\$1,000,000.00), a general aggregate of Two Million Dollars (\$2,000,000.00) and a separate products-completed operations aggregate of Two Million Dollars (\$2,000,000.00); (ii) commercial automobile liability insurance with a minimum combined single limit of at least One Million Dollars (\$1,000,000.00) for each accident; (iii) workers' compensation insurance, as required by applicable law; (iv) employer's liability insurance with minimum limits of not less than One Million Dollars (\$1,000,000.00) for each accident and One Million Dollars (\$1,000,000.00) for disease coverage for each employee and policy and (v) umbrella liability insurance with a minimum combined single limit for each occurrence of at least Five Million Dollars (\$5,000,000.00) and an aggregate of Five Million Dollars (\$5,000,000.00). Sponsor's automobile liability, general liability and umbrella liability policies are to (i) be written on a primary and non-contributory basis and (ii) name IMG College, LLC, and its parent, subsidiary and affiliated companies, including their respective directors, officers, employees and agents, as additional insureds. A waiver of subrogation in favor of IMG College, LLC, and its parent, subsidiary and affiliated companies, including their respective directors, officers, employees and agents, should be included under the policies listed above. Sponsor will be responsible for paying any deductible or retention under its policies. Upon request, Sponsor shall furnish IMG with certificates of insurance evidencing its compliance with the provisions of this section.

Production Expenses. Sponsor shall also be responsible for paying production expenses associated with the preparation of signage inventory. IMG either will (i) present such costs for Sponsor's direct payment or (ii) if requested by Sponsor, pay such costs and reflect them to Sponsor as additional expenses.

Preparation of Promotional/Sponsorship Recognitions. IMG is responsible for providing publication space or spot-advertisement locations for Sponsor-prepared promotional/sponsorship recognitions or advertising. Advertising production, video or graphics production, talent charges and service charges, if any, are not covered under this Agreement and remain Sponsor's sole responsibility, but can be obtained for an additional service fee. Sponsor is responsible for timely submitting to IMG its advertisements, promotional/sponsorship recognitions, graphics, LED designs, video board features or Internet displays, as applicable, for elements listed in this Agreement ("Sponsorship Materials"). Sponsorship Materials provided by or on behalf of Sponsor shall be subject to IMG approval, which, hereunder, shall not be deemed approval as to conformity with any federal, state or local laws or regulations. If IMG has not received from Sponsor its applicable Sponsorship Materials for publication, distribution or display by the deadline date (which IMG will provide Sponsor), or if Sponsor submits to IMG copy corrections of such Sponsorship Materials after the deadline date, IMG shall not be obligated to publish Sponsor's Sponsorship Materials or corrected Sponsorship Materials, whichever the case may be. However, IMG's failure to publish Sponsor's Sponsorship Materials or corrected Sponsorship Materials due to Sponsor's failure to meet the deadline date shall in no way relieve Sponsor of any of its obligations and duties under this Agreement, including its obligation to submit payments in full, as set forth in the Annual Investment section. Sponsor agrees to hold and save IMG, University and each of their parents, subsidiaries, affiliates, officers, employees and agents harmless against any and all claims, losses or damages (including reasonable attorneys' fees and expenses) arising or resulting from IMG's publishing Sponsor's Sponsorship Materials, or any parts thereof, in the form or format Sponsor (or its agent) provided, approved or requested.

Compliance. In connection with Sponsor's activities with respect to this Agreement, Sponsor agrees to comply with the policies, rules and regulations of both University and any athletics conference to which University belongs during the Term (provided IMG gives Sponsor such policies, rules and regulations, in writing, reasonably in advance of their effective dates), as well as the NCAA's constitution, bylaws and rules (publicly available at www.ncaa.org). This obligation includes, but is not limited to, the obligation to comply with NCAA bylaws and rules restricting use of a student-athlete's name or likeness. Sponsor agrees to hold and save IMG, University and each of their parents, subsidiaries, affiliates, officers, employees and agents harmless against any and all claims, losses or damages (including reasonable attorneys' fees and expenses) arising or resulting from Sponsor's (or its agent's) breach of this section's provisions.

Effect of Breach. If Sponsor fails to make timely payment of the sponsorship amounts by the applicable payment dates set forth in the Annual Investment section (and fails to cure such non-payment within ten (10) days after receiving from IMG written notice thereof), then IMG reserves the right, but is not obligated, to suspend delivery (or provision) to Sponsor of any further sponsorship recognitions or benefits under this Agreement and/or to terminate this Agreement effective upon written notice from IMG to Sponsor. If Sponsor breaches the Trademarks section (including, without limitation, any unauthorized use of University's or IMG's Trademarks) or the Compliance section, IMG reserves the right to terminate this Agreement effective upon written notice from IMG to Sponsor. If IMG terminates this Agreement before the Term expires due to Sponsor's breach in accordance with this section, Sponsor shall remain liable for payment of all applicable sponsorship amounts for the entire Contract Year (during which the termination occurred), less only the actual amount IMG can recoup for such Contract Year's sponsorship elements not used by Sponsor through IMG sponsorship agreements obtained for University from other sponsors after the effective date of termination and before the end of such Contract Year.

Unforeseen Events. Should IMG, due to public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, acts of God or similar reasons, including, but not limited to, mechanical breakdowns beyond the control and without the fault of IMG, be unable to perform any of its obligations hereunder, it shall not be liable to Sponsor except to the extent of (i) providing suitable "make goods" approved by Sponsor and IMG or (ii) allowing a *pro rata* rate reduction on Sponsor's payments under this Agreement. Sponsor agrees, if for any reason there are any changes to the benefits to be provided it at any time during the Term, IMG, on Sponsor's behalf, will use its best efforts to acquire similar make-good benefits as are mutually agreeable to Sponsor and IMG. If Sponsor and IMG are unable to agree mutually upon any such make-good benefits, then IMG will promptly give Sponsor a *pro rata* credit (or, if necessary, a *pro rata* refund of fees already paid) for benefits not already provided hereunder.

Assignment. This Agreement is personal to Sponsor. Neither this Agreement nor any of Sponsor's rights shall be sold, transferred or assigned by Sponsor without IMG's prior written approval, and no rights shall devolve by operation of law or otherwise upon any Sponsor assignee, receiver, liquidator, trustee or other party. Any such unauthorized assignment shall be void and of no effect unless approved by IMG in writing. Subject to the foregoing, this Agreement shall be binding upon any approved Sponsor assignee or successor, and this Agreement shall inure to the benefit of IMG, its successors and permitted assigns.

Miscellaneous. This Agreement sets forth the entire understanding of the parties with respect to its subject matter, supersedes all prior negotiations and agreements between the parties concerning such subject matter and may be modified or amended only by a written instrument signed by each party. No representations have been made or relied on by either party, other than those expressly provided for. No agent, employee or other representative of either party is empowered to alter any of this Agreement's terms, unless in a written instrument signed by an authorized officer or agent of the appropriate party. A waiver by either party of any of the terms or conditions of this Agreement in any instance will not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. IMG may terminate this Agreement, effective immediately upon delivery of written notice to Sponsor, in the event IMG's rights agreement with University is terminated early for any reason. This Agreement will be governed by and construed in accordance with the laws of the state of Mississippi, without giving effect to its conflict of law rules.

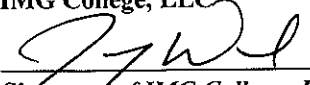
Sponsor: City of Hattiesburg

Contract #: 75932

Contract Date: 8/29/2013

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective, duly-authorized officers.

IMG College, LLC



Signature of IMG College, LLC

Name: Jeremy Ward

Title: Account Executive

Date: 9/9/13

Sponsor



Signature of Sponsor

Johnny L. DuPree

(Please Print)

Title: Mayor

Date: 09-03-13

Thank you for your business!

For billing inquiries, please contact Office of Accounts Receivable at (336)-831-0737.



City of Hattiesburg, MS

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

Master

File Number: 2013-0565

File ID: 2013-0565

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/29/2013

Brief Title: Equipment lease agreement with First Data for leasing new credit card machines.

Final Action: 09/03/2013

Minute Book Number: MB2013-266

Title:

Authorize the Mayor to execute equipment lease agreement with First Data for leasing new credit card machines.

Notes:

Sponsors:

Enactment Date:

Attachments: First Data Lease, executed First Data Lease

Enactment Number:

Contact:

Meeting Date: 09/03/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/03/2013	Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Authorize the Mayor to execute equipment lease agreement with First Data for leasing new credit card machines.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yea: 5 - Bradley, Delgado, Carroll and Dryden							
Nays: 0							
Absent: 1 - Naylor							
Yea: 4 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden							
TEL-No Vote: 0							

Text of Legislative File 2013-0565

Title

Authorize the Mayor to execute equipment lease agreement with First Data for leasing new credit card machines.

Summary

Equipment lease agreement with First Data for leasing new credit card machines.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**First Data**

First Data Global Leasing
4000 Coral Ridge Drive
Coral Springs, FL 33065
1-(877) 257-2094

827208441887

Merchant ID

Betsy Reed

Sales Rep. Name

KS9T

Sales ID

EQUIPMENT LEASE AGREEMENT**MERCHANT INFORMATION****City Hattiesburg Water**

Corporate Business Name

City Hattiesburg Water

DBA Name

200 W Front Street**Hattiesburg****MS****39401****(601) 545-4681**

Business Address

City

County

State

Zip Code

Business Phone Number

Tax Exempt**20**

Type of Business

Years in Business

Billing Address (if different than above)

City

State

Zip Code

Bancorpsouth Bank**084201278****60818606**

Bank Name

Routing Number

Account Number

(Provide copy of Void Check)

DESCRIPTION OF LEASED EQUIPMENT

Equipment Type	Quantity	Unit price w/o tax	Equipment Type	Quantity	Unit price w/o tax
FD100TI	4	\$ 23.95			
		\$			\$

SCHEDULE OF PAYMENTS

Lease Term: 48 (in months) ←	Approximate Date of First Lease Payment ACH Debit	09/10/13
DO NOT EXECUTE UNLESS TERM IS FILLED IN	Approx. Dollar Amt. Needed for First Lease Payment ACH Debit:	\$ 191.60
Monthly Lease Charge: (total unit price without tax) \$ 23.95	Additional Monthly Charges:	\$
Total Monthly Charges: * \$ 95.80		\$
Annual Tax Handling Fee:		\$
☐ HI, IA, IL, MN, NH, NJ, NY, PA, SD, WI \$ 10.20		\$
☐ All other states \$ 30.20		\$

*You will be charged state and county tax, if applicable, and an annual tax handling fee. For additional fees and charges that may become applicable during the term of your lease commitment, please see Schedule of Fees in paragraph 10.

This Equipment Lease Agreement ("Agreement") is being entered into by and between First Data Merchant Services Corporation and the Lessee identified in the signature panel of this Agreement. In this Agreement, the words "we," "our" and "us" refer to First Data Merchant Services Corporation and its successors and assigns and the words "you" and "your" refer to Lessee and its permitted successors and assigns. This Equipment Lease Agreement may be a factor in the pricing you are receiving for processing services provided by us.

1. Effective Date, Term and Interim Rent.

a) This Agreement becomes effective on the date we deliver any piece of Equipment to you (the "Delivery Date"). This Agreement remains in effect until all of your obligations and all of our obligations under it have been satisfied. We will deliver the Equipment to the site designated by you.

b) **Term:** The term of this Agreement begins on a date designated by us after receipt of all required documentation and acceptance by us represented by our delivery of Equipment to you (the "Commencement Date"), and continues for the number of months indicated above in the Lease Term. **YOU AGREE THIS AGREEMENT IS A NON-CANCELLABLE COMMITMENT BY YOU TO LEASE THE EQUIPMENT IDENTIFIED HEREIN FOR THE ENTIRE TERM INDICATED ABOVE.** You agree to pay all amounts due during the Term and confirm upon execution the Agreement's Term is specifically defined as written above.

c) You agree to pay an Interim Lease Payment in the amount of one-thirtieth (1/30th) of the monthly lease charge for each day from and including the Delivery Date until the date preceding the Commencement Date.

2. **Authorization.** Lessee hereby authorizes us or our designees, successors or assigns (hereinafter "Lessor") to withdraw any amounts including any and all sales taxes now due or hereinafter imposed, owed by Lessee in conjunction with this Agreement by initiating debit entries to Lessee's account at the bank named above (hereinafter "Bank"), or such other bank as the Lessee may from time to time use. In the event of default of Lessee's obligation hereunder, Lessee authorizes debit of its account for the full amount due under this Agreement. Further, Lessee authorizes Bank to accept and to charge any debit entries initiated by Lessor to Lessee's account. In the event that Lessor withdraws funds erroneously from Lessee's account, Lessee authorizes Lessor to credit Lessee's account for an amount not to exceed the original amount of the debit. This authorization is to remain in full force and effect until Lessor and Bank have received written notice from Lessee of its termination in such time and in such manner as to afford Lessor and Bank a reasonable opportunity to act.

3. Default Remedies.

a) If any debit of your bank account initiated by us is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provision of this Agreement or any agreement with any of our affiliates, alliances or joint ventures, any such event shall be a default hereunder. Without limiting the foregoing, any default by you under a Merchant Processing Agreement ("MPA") with us or with an Alliance or joint

venture to which we are a party may be treated as a default under this Agreement. Such a default would include a default resulting from early termination of the MPA, if applicable. For fees that may be applicable upon payment default, please see paragraph 10.

b) Upon the occurrence of any default, we may at our option, effective immediately without notice, either (i) terminate this lease and our future obligations under this Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, or (ii) accelerate the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the lease term commitment. If Equipment has not been returned this accelerated amount shall include the then fair market value of the Equipment (as determined in good faith by us). This acceleration of payments is not a penalty but liquidated damages for our loss of the bargain. Upon any such termination for default, we may proceed in any lawful manner to obtain satisfaction of the amounts owed to us and, if applicable, our recovery of the Equipment, including entering onto your premises to recover the Equipment. In addition, you shall also be responsible for our costs of collection, court costs and reasonable attorneys' fees, as well as applicable shipping, repair and refurbishing costs of recovered Equipment. You agree that we shall be entitled to recover any amounts due to us under this Agreement by charging your bank account or any other funds of yours that come into our possession or control, or within the possession or control of our affiliates, alliances or joint ventures, or by setting off amounts that you owe to us against any amounts we may owe to you, without notifying you prior to doing so. Without limiting the foregoing, you agree that we are entitled to recover amounts owed to us under this Agreement by obtaining directly from an alliance or joint venture to which we are a party and with which you have entered into a MPA any funds held or available as security for payment under the terms of the MPA, including funds available under the "Reserve Account; Security Interest" section of the MPA, if applicable.

4. **Return or Purchase of Equipment at End of Lease Period.** Upon the completion of your lease term the Agreement shall continue on a month-to-month rental. There is no obligation to continue the lease after the lease commitment term ends. At the end of your committed lease term, you will have the option to: (a) return the Equipment to us; (b) purchase the Equipment from us for the lesser of fair market value at the time (as determined in good faith by us), or an amount equal to ten-percent (10%) of the total lease payments under this Lease Agreement with respect to each item of Equipment; or (c) as noted, rent the equipment on a month-to-month basis at the existing monthly lease payment. In the absence of an affirmative election by you to return or purchase the Equipment, (c) will apply and this Lease Agreement will continue on a month-to-month basis at the existing monthly lease payment. After the end of the Lease

LEASE ACCEPTANCE

Undersigned agrees to all terms and conditions contained in this Equipment Lease Agreement. Lessee authorizes First Data Merchant Services Corp. or its agents, to request and obtain from a consumer reporting agency personal and business consumer reports. If the Application is approved, each of the undersigned authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned further agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us. **THIS LEASE IS A NON-CANCELLABLE COMMITMENT BY YOU FOR THE FULL TERM INDICATED HEREIN.** By executing the below, Lessee confirms that the Lease Term is filled in above. Any attempt by you to terminate this commitment prior to the end of the listed term, entitles First Data to all rights and remedies set forth in paragraph 3 including acceleration of the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the lease term commitment.

X			
Lessee Signature	Title	Print Name	Date

ADDITIONAL TERMS ON PAGE 2.

Period, if Client does not want to continue to rent the equipment on a month-to-month basis, then Client will be obligated to provide Lessor with notice of that choice prior to the end of the commitment term and advise whether it will return the equipment to Lessor or shall purchase the equipment, which price Lessor shall provide to Client upon receipt of the notification. If Client fails to provide such notice at least 30 days prior to the end of the lease commitment term, Client acknowledges that Lessor may not have time to suspend billing due for the next month's lease charge. If we terminate this Lease Agreement pursuant to paragraph 3 due to a default by you, then you shall immediately return the Equipment to us at the address set forth in paragraph 11 no later than the tenth Business Day after termination, or remit to us the fair market value of the Equipment which amount we shall provide after good faith determination. We may collect any amounts due to us under this paragraph 4 by debiting your Settlement Account, and to the extent we are unable to obtain full satisfaction in this manner, you agree to pay the amounts owed to us promptly upon our request.

5. **Limitation on Liability.** We are not liable for any loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment, including any damage or injury to persons or property caused by the Equipment. We are not liable for the use or maintenance of the Equipment, its failure to operate, any repairs or service to it, or by any interruption of service or loss of use of the Equipment or resulting loss of business. Our liability arising out of or in any way connected with this Agreement shall not exceed the aggregate lease amount paid to us for the particular Equipment involved. In no event shall we be liable for any indirect, incidental, special or consequential damages. The remedies available to you under this Agreement are your sole and exclusive remedies.

6. **Governing Law; Dispute Resolution; Miscellaneous.** This Agreement shall be governed by and will be construed in accordance with the laws of the State of New York (without applying its conflicts of laws principles). We have substantial facilities in the State of New York and many of the services provided under this Agreement are provided from these facilities. The exclusive venue for any actions or claims arising under or related to this Agreement shall be the appropriate state or federal court located in Suffolk County New York. If any part of this Agreement is not enforceable, the remaining provisions will remain valid and enforceable.

7. **Equipment and Software.**

a) We agree to lease to you and you agree to lease from us the equipment identified on the first page of this Agreement or such other comparable equipment we provide you (the "Equipment"), according to the terms and conditions of this Agreement. We are providing the Equipment to you "as is" and make no representations or warranties of any kind as to the suitability of the Equipment for any particular purpose.

b) YOU ACKNOWLEDGE THAT THE EQUIPMENT AND/OR SOFTWARE YOU LEASE UNDER THIS LEASE AGREEMENT MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS AND THAT WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH SOFTWARE AND/OR EQUIPMENT COMPATIBLE IN THE EVENT THAT YOU ELECT TO USE ANOTHER SERVICE PROVIDER. UPON TERMINATION OF YOUR MERCHANT PROCESSING AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT AND/OR SOFTWARE LEASED UNDER THIS LEASE AGREEMENT WITH SAID SERVICE PROVIDER.

8. **Warranties**

a) All warranties express or implied, made to you or any other person are hereby disclaimed including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular use, quiet enjoyment, or infringement.

b) You warrant that you will only use the Equipment for commercial purposes and will not use the Equipment for any household or personal purposes.

c) Leased equipment is warranted against material defects for the life of the lease. This warranty does not include damage to the equipment resulting from accident or misuse or any other breach of the Lease Agreement. If the equipment should become defective within the warranty period, First Data Merchant Services Corporation will replace it free of charge (except that appropriate shipping charges may apply).

9. **Lease Guaranty.** No guarantor shall have any right of subrogation to any of our rights in the Equipment or this Lease or against you, and any such right of subrogation is hereby waived and released. All indebtedness that exists now or arises after the execution of this Agreement between you and any guarantor is hereby subordinated to all of your present and future obligations, and those of your guarantor, to us, and no payment shall be made or accepted on such indebtedness due to you from a guarantor until the obligations due to us are paid and satisfied in full.

10. **Payment of Amounts Due, Administrative and Collection Fees.**

SCHEDULE OF FEES			
Default Fees	Amount	Administrative Fees	Amount
NSF Fee	\$10	Upgrade Fee	\$50
Collection Fee	\$25	Assumption Fee	\$150
Late Fee	\$10	Lease Copy Fee	\$7
Collection Invoicing Fee	\$7		

b) The monthly lease charge is due and payable on the same day of each successive month thereafter of the lease period for each piece of lease equipment, except that the first payment of the monthly lease charge for each piece of Equipment is due and payable upon acceptance of the Equipment by you. You agree to pay all assessed costs for delivery and installation of Equipment.

c) In addition to the monthly lease charge, you shall pay, or reimburse us for, amounts equal to any taxes or assessments on or arising out of this Agreement or the Equipment, and related supplies or any services, use or activities hereunder, including without limitation, state and local sales, use, property, privilege and excise tax, exclusive, however, of taxes based on our net income. Reimbursement of property tax calculation is based on an average tax rate.

d) Your lease payments will be due despite dissatisfaction for any reason with the Equipment or related processing services.

e) Whenever any payment is not made by you in full when due, you shall pay us a late fee of \$10.00 for each month during which it remains unpaid but in no event more than the maximum permitted by law. You shall also pay to us a NSF fee of \$10.00 for any debit we attempt to make against your bank account that is for any reason rejected, but in no event more than the maximum amount permitted by law.

f) In the event your account is placed into collections for past due lease amounts, you agree that we can recover a collection expense fee of \$25 for each aggregate payment requiring a collection effort, but in no event more than the maximum amount permitted by law.

11. **Use and Return of Equipment; Insurance.**

a) You shall cause the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall maintain the Equipment in good operating condition and protect it from deterioration, normal wear and tear excepted.

b) You shall not permit any physical alteration or modification of the Equipment, or change the installation site of the Equipment, without our prior written consent.

c) You shall not create, incur, assume or allow any consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Equipment without our prior written consent.

d) You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all permits required to operate the Equipment at your facility.

e) We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment.

f) The Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment evidencing our ownership.

g) You agree that all Equipment returns shall be to First Data Merchant Services Corp., 1307 Walt Whitman Road, Melville, New York 11747, Attn: Equipment Returns, be done in a manner that can be tracked, and shall have Lease number referenced on the return packaging. You understand and agree that your failure to return the equipment in the manner noted above will delay our receipt of the return and possibly result in you being charged the then fair market value of the Equipment, or \$100 should the equipment be received with excessive wear and tear.

h) You shall keep the Equipment adequately insured against loss by fire, theft, and all other hazards.

i) You shall provide proof of insurance as evidenced by a certificate naming First Data Merchant Services Corporation as a loss payee under your insurance policy. The loss, destruction, theft or damage of or to the Equipment shall not relieve you from your obligation to pay the full purchase price or total monthly lease charges hereunder.

12. **Site Preparation.** You will prepare the installation site(s) for the Equipment, including but not limited to the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date.

13. **Title to Equipment.** We at all times retain title to the Equipment unless we agree otherwise in writing. You agree to execute and deliver to us any statement or instrument that we may request to confirm or evidence our ownership of the Equipment, and you irrevocably appoint us as your attorney-in-fact to execute and file the same in your name and on your behalf. If a court determines that the leasing transaction contemplated by this Agreement does not constitute a financing and is not a lease of the Equipment, then we shall be deemed to have a first lien security interest on the Equipment as of the date of this Agreement, and you will execute such documentation as we may request to evidence such security interest.

14. **Software License.** We retain all ownership and copyright interest in and to all computer software, related documentation, technology, know-how and processes embodied in or provided in connection with the Equipment other than those owned or licensed by the manufacturer of the Equipment (collectively "Software"), and you shall have only a nonexclusive license to use the Software in your operation of the Equipment.

15. **Indemnification.** You shall indemnify and hold us harmless from and against any and all losses, liabilities, damages and expenses, (including attorneys' fees) resulting from (a) the operation, use, condition, liens against, or return of the Equipment or (b) any breach by you of any of your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.

16. **Assignment.** You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. For purposes of this Agreement, any transfer of voting control of you or your parent shall be considered an assignment or transfer hereof. We may assign or transfer this agreement and our rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining your consent.

17. **Notices.** All notices must be in writing, if to you at your address appearing on the cover page of this Agreement and if to us at 4000 Coral Ridge Drive, Coral Springs, Florida, 33065. Attn: Lease Department, and shall be deemed to have been given (i) if sent by mail or courier, upon the earlier of five (5) days after mailing or when actually received or, in the case of courier, when delivered, and (ii) if sent by facsimile machine, when the courier confirmation copy is actually received. Notice given in any other manner shall be effective when actually received, if to you at the address appearing on the cover page of this Agreement or by any electronic means, including but not limited to the email address you have provided on the cover page of the Agreement. Notices sent to the Merchant's last known address, as indicated in our records, shall constitute effective notice to the Merchant under this Agreement. Customer Service toll free number 1-877-257-2094.

18. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to its subject matter, supersedes any previous agreements and understandings and can be changed only by a written agreement signed by all parties. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

PERSONAL GUARANTY

Undersigned unconditionally guarantees performance of this Equipment Lease Agreement by Lessee and payment of all sums due hereunder in the event of default, hereby waiving any modification, amendment or extension and notice thereof, and further agrees to the terms of this Equipment Lease Agreement insofar as they apply to the undersigned as guarantor.

X

Personal Guarantor's Signature (No Title Allowed)

, an Individual

Print Name

Home Phone Number

Date

Home Address

City

State

Zip Code

Social Security #



First Data Global Leasing
4000 Coral Ridge Drive
Coral Springs, FL 33065
1-(877) 257-2094

EQUIPMENT LEASE AGREEMENT

827208441887

Betsy Reed

KS9T

Merchant ID

Sales Rep. Name

Sales ID

MERCHANT INFORMATION

City Hattiesburg Water

City Hattiesburg Water

Corporate Business Name

DBA Name

200 W Front Street

Hattiesburg

MS

39401

(601) 545-4681

Business Address

City

County

State

Zip Code

Business Phone Number

Tax Exempt

20

Type of Business

Years in Business

Billing Address (if different than above)

City

State

Zip Code

Bancorpsouth Bank

084201278

60818606

Bank Name

Routing Number

Account Number

(Provide copy of Void Check)

DESCRIPTION OF LEASED EQUIPMENT

Equipment Type	Quantity	Unit price w/o tax	Equipment Type	Quantity	Unit price w/o tax
FD100TI	4	\$ 23.95			\$
		\$			\$

SCHEDULE OF PAYMENTS

Lease Term: 48 (in months)	Approximate Date of First Lease Payment ACH Debit	09/10/13
DO NOT EXECUTE UNLESS TERM IS FILLED IN	Approx. Dollar Amt. Needed for First Lease Payment ACH Debit:	\$ 191.60
Monthly Lease Charge: (total unit price without tax) \$ 23.95	Additional Monthly Charges:	\$
Total Monthly Charges: * \$ 95.80		\$
Annual Tax Handling Fee:		\$
☐ HI, IA, IL, MN, NH, NJ, NY, PA, SD, WI \$ 10.20	* You will be charged state and county tax, if applicable, and an annual tax handling fee. For additional fees and charges that may become applicable during the term of your lease commitment, please see Schedule of Fees in paragraph 10.	
☐ All other states \$ 30.20		

This Equipment Lease Agreement ("Agreement") is being entered into by and between First Data Merchant Services Corporation and the Lessee identified in the signature panel of this Agreement. In this Agreement, the words "we," "our" and "us" refer to First Data Merchant Services Corporation and its successors and assigns and the words "you" and "your" refer to Lessee and its permitted successors and assigns. This Equipment Lease Agreement may be a factor in the pricing you are receiving for processing services provided by us.

1. Effective Date, Term and Interim Rent.

a) This Agreement becomes effective on the date we deliver any piece of Equipment to you (the "Delivery Date"). This Agreement remains in effect until all of your obligations and all of our obligations under it have been satisfied. We will deliver the Equipment to the site designated by you.

b) **Term:** The term of this Agreement begins on a date designated by us after receipt of all required documentation and acceptance by us represented by our delivery of Equipment to you (the "Commencement Date"), and continues for the number of months indicated above in the Lease Term. **YOU AGREE THIS AGREEMENT IS A NON-CANCELLABLE COMMITMENT BY YOU TO LEASE THE EQUIPMENT IDENTIFIED HEREIN FOR THE ENTIRE TERM INDICATED ABOVE.** You agree to pay all amounts due during the Term and confirm upon execution the Agreement's Term is specifically defined as written above.

c) You agree to pay an Interim Lease Payment in the amount of one-thirtieth (1/30th) of the monthly lease charge for each day from and including the Delivery Date until the date preceding the Commencement Date.

2. **Authorization.** Lessee hereby authorizes us or our designees, successors or assigns (hereinafter "Lessor") to withdraw any amounts including any and all sales taxes now due or hereinafter imposed, owed by Lessee in conjunction with this Agreement by initiating debit entries to Lessee's account at the bank named above (hereinafter "Bank"), or such other bank as the Lessee may from time to time use. In the event of default of Lessee's obligation hereunder, Lessee authorizes debit of its account for the full amount due under this Agreement. Further, Lessee authorizes Bank to accept and to charge any debit entries initiated by Lessor to Lessee's account. In the event that Lessor withdraws funds erroneously from Lessee's account, Lessee authorizes Lessor to credit Lessee's account for an amount not to exceed the original amount of the debit. This authorization is to remain in full force and effect until Lessor and Bank have received written notice from Lessee of its termination in such time and in such manner as to afford Lessor and Bank a reasonable opportunity to act.

3. Default; Remedies.

a) If any debit of your bank account initiated by us is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provision of this Agreement or any agreement with any of our affiliates, alliances or joint ventures, any such event shall be a default hereunder. Without limiting the foregoing, any default by you under a Merchant Processing Agreement ("MPA") with us or with an Alliance or joint

venture to which we are a party may be treated as a default under this Agreement. Such a default would include a default resulting from early termination of the MPA, if applicable. For fees that may be applicable upon payment default, please see paragraph 10.

b) Upon the occurrence of any default, we may at our option, effective immediately without notice, either (i) terminate this lease and our future obligations under this Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, or (ii) accelerate the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the lease term commitment. If Equipment has not been returned this accelerated amount shall include the then fair market value of the Equipment (as determined in good faith by us). This acceleration of payments is not a penalty but liquidated damages for our loss of the bargain. Upon any such termination for default, we may proceed in any lawful manner to obtain satisfaction of the amounts owed to us and, if applicable, our recovery of the Equipment, including entering onto your premises to recover the Equipment. In addition, you shall also be responsible for our costs of collection, court costs and reasonable attorneys' fees, as well as applicable shipping, repair and refurbishing costs of recovered Equipment. You agree that we shall be entitled to recover any amounts due to us under this Agreement by charging your bank account or any other funds of yours that come into our possession or control, or within the possession or control of our affiliates, alliances or joint ventures, or by setting off amounts that you owe to us against any amounts we may owe to you, without notifying you prior to doing so. Without limiting the foregoing, you agree that we are entitled to recover amounts owed to us under this Agreement by obtaining directly from an alliance or joint venture to which we are a party and with which you have entered into a MPA any funds held or available as security for payment under the terms of the MPA, including funds available under the "Reserve Account; Security Interest" section of the MPA, if applicable.

4. **Return or Purchase of Equipment at End of Lease Period.** Upon the completion of your lease term the Agreement shall continue on a month-to-month rental. There is no obligation to continue the lease after the lease commitment term ends. At the end of your committed lease term, you will have the option to: (a) return the Equipment to us; (b) purchase the Equipment from us for the lesser of fair market value at the time (as determined in good faith by us), or an amount equal to ten-percent (10%) of the total lease payments under this Lease Agreement with respect to each item of Equipment; or (c) as noted, rent the equipment on a month-to-month basis at the existing monthly lease payment. In the absence of an affirmative election by you to return or purchase the Equipment, (c) will apply and this Lease Agreement will continue on a month-to-month basis at the existing monthly lease payment. After the end of the Lease

LEASE ACCEPTANCE

Undersigned agrees to all terms and conditions contained in this Equipment Lease Agreement. Lessee authorizes First Data Merchant Services Corp. or its agents, to request and obtain from a consumer reporting agency personal and business consumer reports. If the Application is approved, each of the undersigned authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us. **THIS LEASE IS A NON-CANCELLABLE COMMITMENT BY YOU FOR THE FULL TERM INDICATED HEREIN.** By executing the below, Lessee confirms that the Lease Term is filled in above. Any attempt by you to terminate this commitment prior to the end of the listed term, entitles First Data to all rights and remedies set forth in paragraph 3 including acceleration of the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the lease term commitment.

X
Lessee Signature

Mayor

Johnny L. DuPree

9-3-13
Date

ADDITIONAL TERMS ON PAGE 2.

Period, if Client does not want to continue to rent the equipment on a month-to-month basis, then Client will be obligated to provide Lessor with notice of that choice prior to the end of the commitment term and advise whether it will return the equipment to Lessor or shall purchase the equipment, which price Lessor shall provide to Client upon receipt of the notification. If Client fails to provide such notice at least 30 days prior to the end of the lease commitment term, Client acknowledges that Lessor may not have time to suspend billing due for the next month's lease charge. If we terminate this Lease Agreement pursuant to paragraph 3 due to a default by you, then you shall immediately return the Equipment to us at the address set forth in paragraph 11 no later than the tenth Business Day after termination, or remit to us the fair market value of the Equipment which amount we shall provide after good faith determination. We may collect any amounts due to us under this paragraph 4 by debiting your Settlement Account, and to the extent we are unable to obtain full satisfaction in this manner, you agree to pay the amounts owed to us promptly upon our request.

5. **Limitation on Liability.** We are not liable for any loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment, including any damage or injury to persons or property caused by the Equipment. We are not liable for the use or maintenance of the Equipment, its failure to operate, any repairs or service to it, or by any interruption of service or loss of use of the Equipment or resulting loss of business. Our liability arising out of or in any way connected with this Agreement shall not exceed the aggregate lease amount paid to us for the particular Equipment involved. In no event shall we be liable for any indirect, incidental, special or consequential damages. The remedies available to you under this Agreement are your sole and exclusive remedies.

6. **Governing Law; Dispute Resolution; Miscellaneous.** This Agreement shall be governed by and will be construed in accordance with the laws of the State of New York (without applying its conflicts of laws principles). We have substantial facilities in the State of New York and many of the services provided under this Agreement are provided from these facilities. The exclusive venue for any actions or claims arising under or related to this Agreement shall be the appropriate state or federal court located in Suffolk County New York. If any part of this Agreement is not enforceable, the remaining provisions will remain valid and enforceable.

7. **Equipment and Software.**

a) We agree to lease to you and you agree to lease from us the equipment identified on the first page of this Agreement or such other comparable equipment we provide you (the "Equipment"), according to the terms and conditions of this Agreement. We are providing the Equipment to you "as is" and make no representations or warranties of any kind as to the suitability of the Equipment for any particular purpose.

b) YOU ACKNOWLEDGE THAT THE EQUIPMENT AND/OR SOFTWARE YOU LEASE UNDER THIS LEASE AGREEMENT MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS AND THAT WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH SOFTWARE AND/OR EQUIPMENT COMPATIBLE IN THE EVENT THAT YOU ELECT TO USE ANOTHER SERVICE PROVIDER. UPON TERMINATION OF YOUR MERCHANT PROCESSING AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT AND/OR SOFTWARE LEASED UNDER THIS LEASE AGREEMENT WITH SAID SERVICE PROVIDER.

8. **Warranties**

a) All warranties express or implied, made to you or any other person are hereby disclaimed including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular use, quiet enjoyment, or infringement.

b) You warrant that you will only use the Equipment for commercial purposes and will not use the Equipment for any household or personal purposes.

c) Leased equipment is warranted against material defects for the life of the lease. This warranty does not include damage to the equipment resulting from accident or misuse or any other breach of the Lease Agreement. If the equipment should become defective within the warranty period, First Data Merchant Services Corporation will replace it free of charge (except that appropriate shipping charges may apply).

9. **Lease Guaranty.** No guarantor shall have any right of subrogation to any of our rights in the Equipment or this Lease or against you, and any such right of subrogation is hereby waived and released. All indebtedness that exists now or arises after the execution of this Agreement between you and any guarantor is hereby subordinated to all of your present and future obligations, and those of your guarantor, to us, and no payment shall be made or accepted on such indebtedness due to you from a guarantor until the obligations due to us are paid and satisfied in full.

10. **Payment of Amounts Due, Administrative and Collection Fees.**

SCHEDULE OF FEES			
Default Fees	Amount	Administrative Fees	Amount
NSF Fee	\$10	Upgrade Fee	\$50
Collection Fee	\$25	Assumption Fee	\$150
Late Fee	\$10	Lease Copy Fee	\$7
Collection Invoicing Fee	\$7		

b) The monthly lease charge is due and payable on the same day of each successive month thereafter of the lease period for each piece of lease equipment, except that the first payment of the monthly lease charge for each piece of Equipment is due and payable upon acceptance of the Equipment by you. You agree to pay all assessed costs for delivery and installation of Equipment.

c) In addition to the monthly lease charge, you shall pay, or reimburse us for, amounts equal to any taxes or assessments on or arising out of this Agreement or the Equipment, and related supplies or any services, use or activities hereunder, including without limitation, state and local sales, use, property, privilege and excise tax, exclusive, however, of taxes based on our net income. Reimbursement of property tax calculation is based on an average tax rate.

d) Your lease payments will be due despite dissatisfaction for any reason with the Equipment or related processing services.

e) Whenever any payment is not made by you in full when due, you shall pay us as a late fee of \$10.00 for each month during which it remains unpaid but in no event more than the maximum permitted by law. You shall also pay to us a NSF fee of \$10.00 for any debit we attempt to make against your bank account that is for any reason rejected, but in no event more than the maximum amount permitted by law.

f) In the event your account is placed into collections for past due lease amounts, you agree that we can recover a collection expense fee of \$25 for each aggregate payment requiring a collection effort, but in no event more than the maximum amount permitted by law.

11. **Use and Return of Equipment; Insurance.**

a) You shall cause the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall maintain the Equipment in good operating condition and protect it from deterioration, normal wear and tear excepted.

b) You shall not permit any physical alteration or modification of the Equipment, or change the installation site of the Equipment, without our prior written consent.

c) You shall not create, incur, assume or allow any consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Equipment without our prior written consent.

d) You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all permits required to operate the Equipment at your facility.

e) We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment.

f) The Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment evidencing our ownership.

g) You agree that all Equipment returns shall be to First Data Merchant Services Corp., 1307 Walt Whitman Road, Melville, New York 11747, Attn: Equipment Returns, be done in a manner that can be tracked, and shall have Lease number referenced on the return packaging. You understand and agree that your failure to return the equipment in the manner noted above will delay our receipt of the return and possibly result in you being charged the then fair market value of the Equipment, or \$100 should the equipment be received with excessive wear and tear.

h) You shall keep the Equipment adequately insured against loss by fire, theft, and all other hazards.

i) You shall provide proof of insurance as evidenced by a certificate naming First Data Merchant Services Corporation as a loss payee under your insurance policy. The loss, destruction, theft or damage of or to the Equipment shall not relieve you from your obligation to pay the full purchase price or total monthly lease charges hereunder.

12. **Site Preparation.** You will prepare the installation site(s) for the Equipment, including but not limited to the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date.

13. **Title to Equipment.** We at all times retain title to the Equipment unless we agree otherwise in writing. You agree to execute and deliver to us any statement or instrument that we may request to confirm or evidence our ownership of the Equipment, and you irrevocably appoint us as your attorney-in-fact to execute and file the same in your name and on your behalf. If a court determines that the leasing transaction contemplated by this Agreement does not constitute a financing and is not a lease of the Equipment, then we shall be deemed to have a first lien security interest in the Equipment as of the date of this Agreement, and you will execute such documentation as we may request to evidence such security interest.

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17. **Notices.** All notices must be in writing, if to you at your address appearing on the cover page of this Agreement and if to us at 4000 Coral Ridge Drive, Coral Springs, Florida, 33065. Attn: Lease Department, and shall be deemed to have been given (i) if sent by mail or courier, upon the earlier of five (5) days after mailing or when actually received or, in the case of courier, when delivered, and (ii) if sent by facsimile machine, when the courier confirmation copy is actually received. Notice given in any other manner shall be effective when actually received, if to you at the address appearing on the cover page of this Agreement or by any electronic means, including but not limited to the email address you have provided on the cover page of the Agreement. Notices sent to the Merchant's last known address, as indicated in our records, shall constitute effective notice to the Merchant under this Agreement. Customer Service toll free number 1-877-257-2094.

18. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to its subject matter, supersedes any previous agreements and understandings and can be changed only by a written agreement signed by all parties. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

PERSONAL GUARANTY

Undersigned unconditionally guarantees performance of this Equipment Lease Agreement by Lessee and payment of all sums due hereunder in the event of default, hereby waiving any modification, amendment or extension and notice thereof, and further agrees to the terms of this Equipment Lease Agreement insofar as they apply to the undersigned as guarantor.

X _____, an Individual
 Personal Guarantor's Signature (No Title Allowed) Print Name Home Phone Number Date

 Home Address City State Zip Code Social Security #



City of Hattiesburg, MS

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

Master

File Number: 2013-0550

File ID: 2013-0550

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/27/2013

Final Action: 09/03/2013

Brief Title: Authorize purchase of wetlands credits for the Airport Drainage and Safety Area Improvements Project Part Two.

Minute Book Number: MB2013-266-267

Title:

Authorize the purchase of 15.3 Wetlands Credits from Martin O'Neil Investments, L.L.C. and/or Wetlands Solutions, L.L.C. at a cost of \$168,000.00 to satisfy mitigation requirements for the 5.1 acres of wetlands impacted by the Airport Drainage and Safety Area Improvements Project Part Two (A.I.P. No. 3-28-0031-0020-2013) as per the mitigation plan reviewed and accepted by the U.S. Army Corps of Engineers; Authorize issuance of manual check or checks for same.

Notes:

Sponsors:

Enactment Date:

Attachments: Joint Public Notice

Enactment Number:

Contact:

Meeting Date: 09/03/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/03/2013	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Authorize the purchase of 15.3 Wetlands Credits from Martin O'Neil Investments, L.L.C. and/or Wetlands Solutions, L.L.C. at a cost of \$168,000.00 to satisfy mitigation requirements for the 5.1 acres of wetlands impacted by the Airport Drainage and Safety Area Improvements Project Part Two (A.I.P. No. 3-28-0031-0020-2013) as per the mitigation plan reviewed and accepted by the U.S. Army Corps of Engineers; Authorize issuance of manual check or checks for same.

Council President Bradley asked Mr. Kuyrkendall if this is common; Mr. Kuyrkendall replied in the affirmative. He said that the grading project impacts about five acres of wetlands and once the wetlands is delineated, [the City] has to mitigate it to medium quality at a higher ratio than low quality wetlands. He said the acreage that is set aside as permanent wetlands must be the same basic watershed as the wetlands [being mitigated]. Mr. Kuyrkendall said the project is reimbursable under an FAA grant up to 95 percent.

Mayor DuPree stated that mitigation is not just for wetlands, but for solid waste, endangered species and other reasons.

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

Yeas: 4 - Bradley, Delgado, Carroll and Dryden

Nays: 0

Absent: 1 - Naylor

Yea: 4 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden

TEL-No Vote: 0

Text of Legislative File 2013-0550

Title

Authorize the purchase of 15.3 Wetlands Credits from Martin O'Neil Investments, L.L.C. and/or Wetlands Solutions, L.L.C. at a cost of \$168,000.00 to satisfy mitigation requirements for the 5.1 acres of wetlands impacted by the Airport Drainage and Safety Area Improvements Project Part Two (A.I.P. No. 3-28-0031-0020-2013) as per the mitigation plan reviewed and accepted by the U.S. Army Corps of Engineers; Authorize issuance of manual check or checks for same.

Summary

Authorize the purchase of 15.3 Wetlands Credits at a cost of \$168,000.00 for the Airport Drainage and Safety Area Improvements Project Part Two; Authorize issuance of manual check or checks for same.

Budget Information

039551.7295.02

Expenditure Type

Grant

FAA 90%

MDOT 5%

City 5%

Purchasing Item

Publication Information



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, MOBILE DISTRICT
CORPS OF ENGINEERS
P.O. BOX 2288
MOBILE, ALABAMA 36628-0001

CESAM-RD-M
PUBLIC NOTICE NO. SAM-2012-00282-SBC

**JOINT PUBLIC NOTICE
U.S. ARMY CORPS OF ENGINEERS**

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF POLLUTION CONTROL**

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

**PROPOSED RUNWAY SAFETY AREA, BOBBY L. CHAIN MUNICIPAL AIRPORT,
HATTIESBURG, FORREST COUNTY, MISSISSIPPI**

TO WHOM IT MAY CONCERN:

This District has received an application for a Department of the Army permit pursuant to Section 404 of the Clean Water Act (33 USC 1344). Please communicate this information to interested parties.

APPLICANT: City of Hattiesburg
Attention: Mr. Bert Kuyrkendall, P. E.
Director of Engineering
Post Office Box 1898
Hattiesburg, Mississippi 39403

AGENT: FTN Associates, Ltd.
Attention: Mr. Eric Necaise
6508 Dogwood View Parkway, Suite B
Jackson, Mississippi 39213-7867

LOCATION OF WORK: Wetlands adjacent to Priests Creek, Bobby L. Chain Municipal Airport, 717 J. M. Tatum Industrial Drive, Section 36, Township 4 North, Range 13 West, Hattiesburg, Forrest County, Mississippi (North 31.25868; West -89.244413).

WORK DESCRIPTION: The applicant proposes to discharge fill material into medium quality jurisdictional wetlands for the purpose of constructing a runway safety area (RSA) at an existing municipal airport. According to the applicant's agent, the Federal Aviation Administration (FAA) received a mandate from Congress in 2005 that required non-compliant RSAs to come up to standards as stipulated in FAA Advisory Circular (AC) 150/5300-13; the purpose of the mandate is to reduce the number of overshoot and undershoot landing incidents at airports. For a "CII" category airport such as the Bobby L. Chain Airport, the RSA must be 1,000 feet long by 500 feet wide. The FAA has reviewed the project as submitted and approved the funds for construction for Fiscal Year 2013.

The project site currently consists mostly of herbaceous and graminoid-dominated emergent wetland community (pine savannah) maintained by mowing and bush hogging; the wetlands are enclosed by open grassy uplands within the confines of the airport facility, which is surrounded on three sides by undeveloped forested tracts. Approximately 5.10 acres of these wetlands are proposed to be permanently filled and graded for the purposes of this project; the RSA will not be paved. Opportunities for wetland impact avoidance and minimization are limited, due to the size requirements of the RSA as stipulated by FAA. An M-WRAP habitat quality assessment indicates the wetland quality is medium. No tidal wetlands or open waters will be affected by the project. During construction, appropriate best management practices will be implemented to prevent sediment from leaving the construction site and entering offsite wetlands or other jurisdictional waters. Mitigation for permanent impacts to 5.10 acres of medium quality wetlands (based on M-WRAP score) will be accomplished by the purchase of an appropriate number of credits from a U.S. Army Corps of Engineers' (Corps) approved wetland mitigation bank.

The applicant has applied for certification from the State of Mississippi in accordance with Section 401(a)(1) of the Clean Water Act, and upon completion of the required advertising, a determination relative to certification will be made. The applicant has also applied for certification from the State that the proposed activity complies with and will be conducted in a manner that is consistent with the State Coastal Zone Management Program. A determination relative to consistency will be made by the Mississippi Department of Marine Resources (DMR).

This public notice is being distributed to all known interested persons in order to assist in developing facts on which a decision by the Corps can be based. For accuracy and completeness of the record, all data in support of or in opposition to the proposed work should be submitted in writing setting forth sufficient detail to furnish a clear understanding of the reasons for support or opposition. The decision whether to issue a permit will be based on an evaluation of the probable impact, including cumulative impacts, of the proposed activity on the public interest. That decision will reflect the national concern for both protection and utilization of important resources. The benefit which reasonably may be expected to accrue from the proposal must be balanced against its reasonably foreseeable detriments. All factors which may be relevant to the proposal will be considered, including the cumulative effects thereof; among those are conservation, economics, aesthetics, general environmental concerns, wetlands, cultural values, fish and wildlife values, flood hazards, flood plain values, land use, navigation, shoreline erosion and accretion, recreation, water supply and conservation, water quality, energy needs, safety, food production and in general, the needs and welfare of the people.

The Corps is soliciting comments from the public; Federal, State and local agencies and officials; Indian Tribes; and other interested parties in order to consider and evaluate the impacts of this proposed activity. Any comments received will be considered by the Corps to determine whether to issue, modify, condition or deny a permit for this proposal. To make this decision, comments are used to assess impacts on endangered species, historic properties, water quality, general environmental effects and the other public interest factors listed above. Comments are used in the preparation of an Environmental Assessment and/or an Environmental Impact Statement pursuant to the National Environmental Policy Act. Comments are also used to determine the need for a public hearing and to determine the overall public interest of the proposed activity. Any person may request, in writing, within the comment period specified in this notice, that a

June 20, 2013

public hearing be held to consider this application. Requests for public hearings shall state with particularity, the reasons for holding a public hearing. Evaluation of the probable impacts involving deposits of dredged or fill material into waters of the United States will include the application of guidelines established by the Administrator of the U.S. Environmental Protection Agency.

In accordance with Section 106 of the National Historic Preservation Act, and Appendix C of 33 CFR 325, the proposed activity on this site was considered for the potential to effect cultural and historic properties within the permit area. Although the extent of Federal control and responsibility for these considerations are confined to the limits of the permit area for this particular project, the potential indirect effects that may occur to historic properties as a result of this undertaking were also considered. The Corps reviewed the project permit area and made a preliminary determination that there will be no effect to cultural or historic properties as a result of this undertaking. We are seeking comment from the State Historic Preservation Officer regarding the existence or the potential for existence of significant cultural and historic properties within the permit area. Historic architectural or archaeological investigations may be necessary to ascertain the existence of such resources. Efforts will be made through the consultation process to avoid, minimize or mitigate any adverse effects to significant cultural and historic properties that may occur as a result of this undertaking. The District Engineer remains the final decision authority.

Preliminary review of this application and the U.S. Department of the Interior List of Endangered and Threatened Wildlife and Plants indicate that the proposed activity will not affect listed threatened or endangered species.

Correspondence concerning this Public Notice should refer to Public Notice Number **SAM-2012-00282-SBC** and should be directed to the District Engineer, U.S. Army Engineer Mobile District, Post Office Box 2288, Mobile, Alabama 36628-0001, Attention: RD-S-M, with a copy to the Mississippi Department of Environmental Quality, Office of Pollution Control, Post Office Box 2261, Jackson, Mississippi 39225-2261, and the DMR, 1141 Bayview Avenue, Suite 101, Biloxi, Mississippi 39530, in time to be received within 30 days of the date of this public notice.

If you have any questions concerning this publication, you may contact the project manager via e-mail at tad.m.zebryk@usace.army.mil or phone number (251) 694-3779. Please refer to the above Public Notice number.

For additional information about our Regulatory Program, please visit our web site at www.sam.usace.army.mil/Missions/Regulatory.aspx

Encls

MOBILE DISTRICT
U.S. Army Corps of Engineer

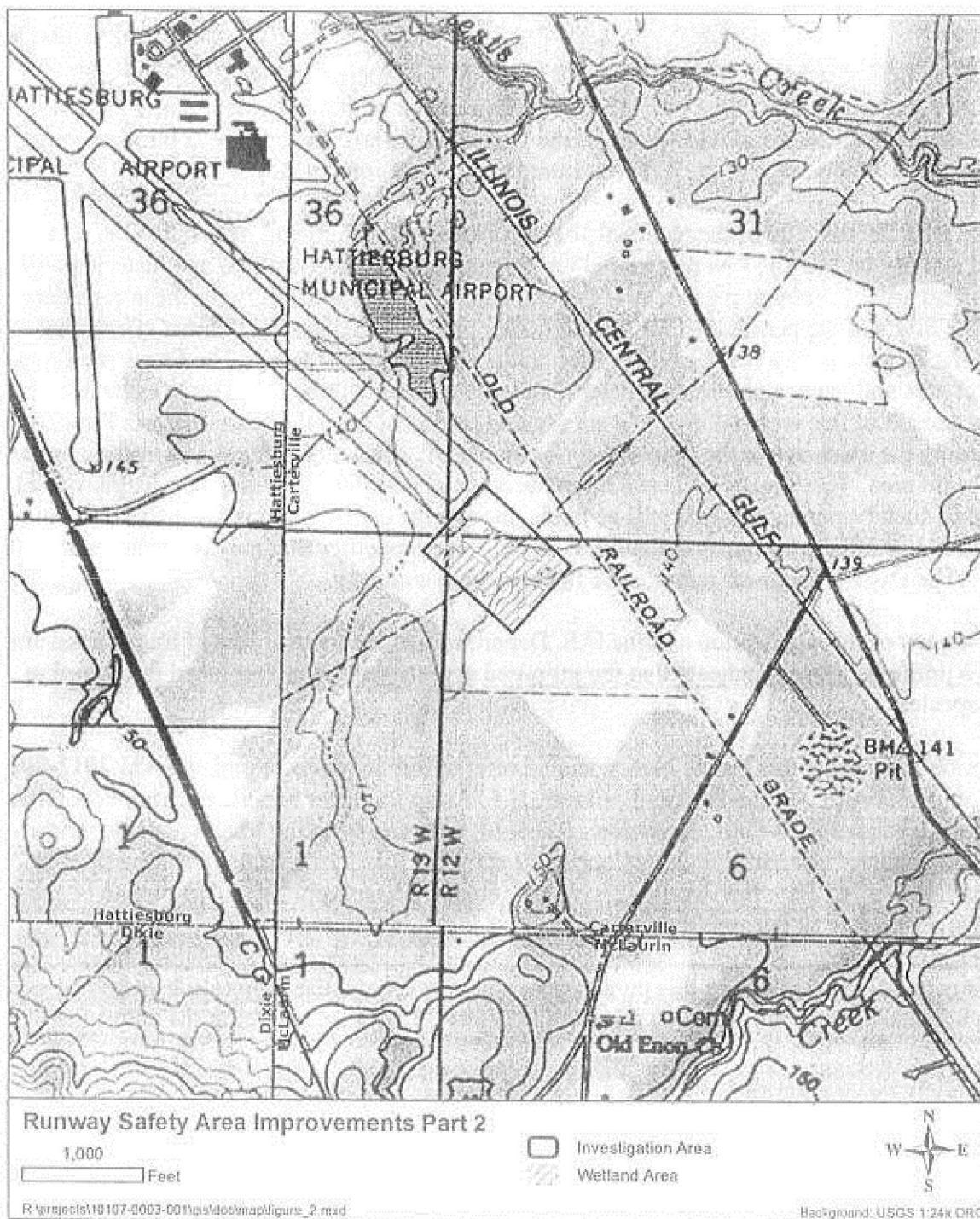


Figure 2. Map showing an overview of the project area based on USGS topographic quadrangles, Hattiesburg, Cartersville, Dixie, and McLaurin (7.5-minute series).

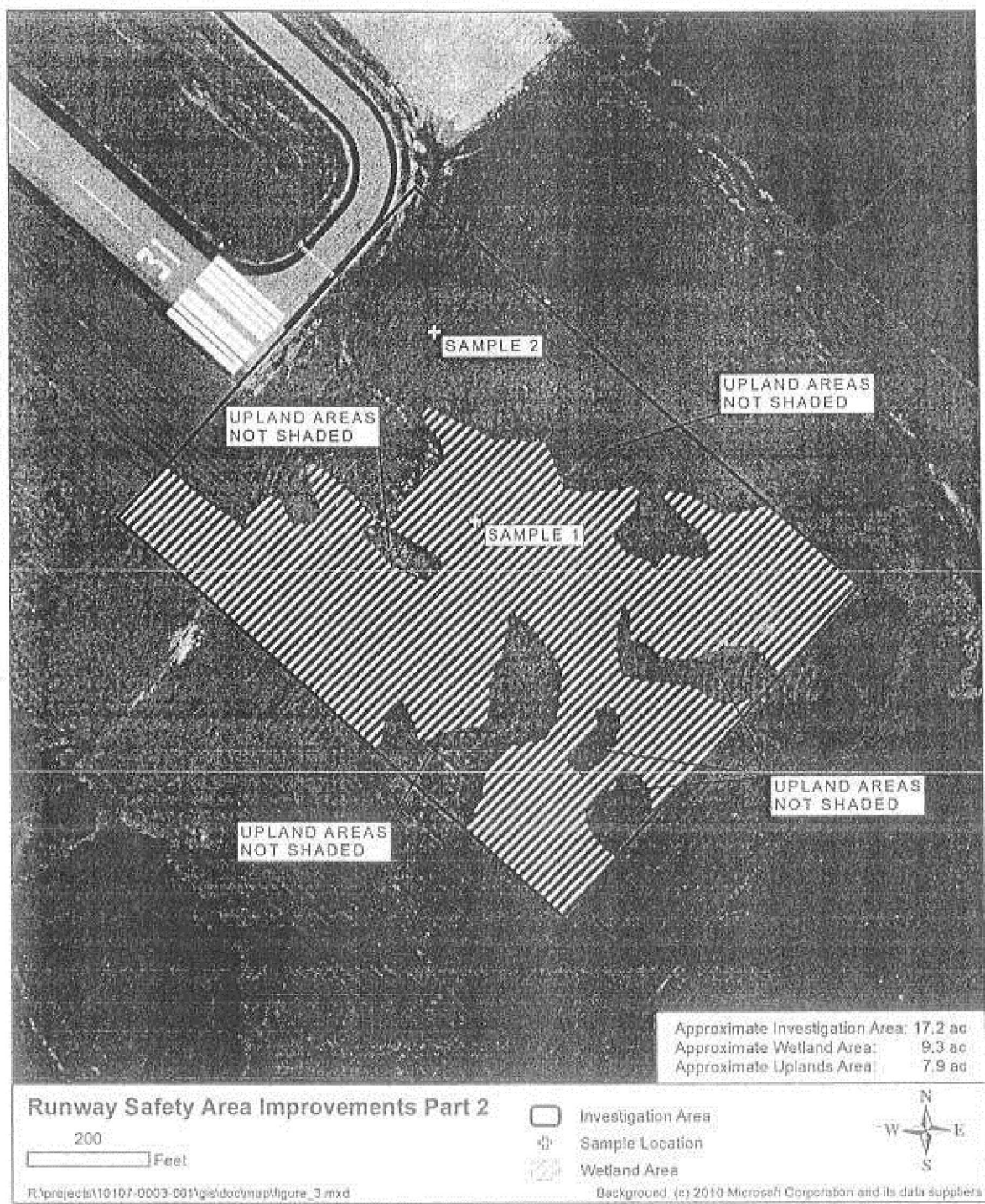
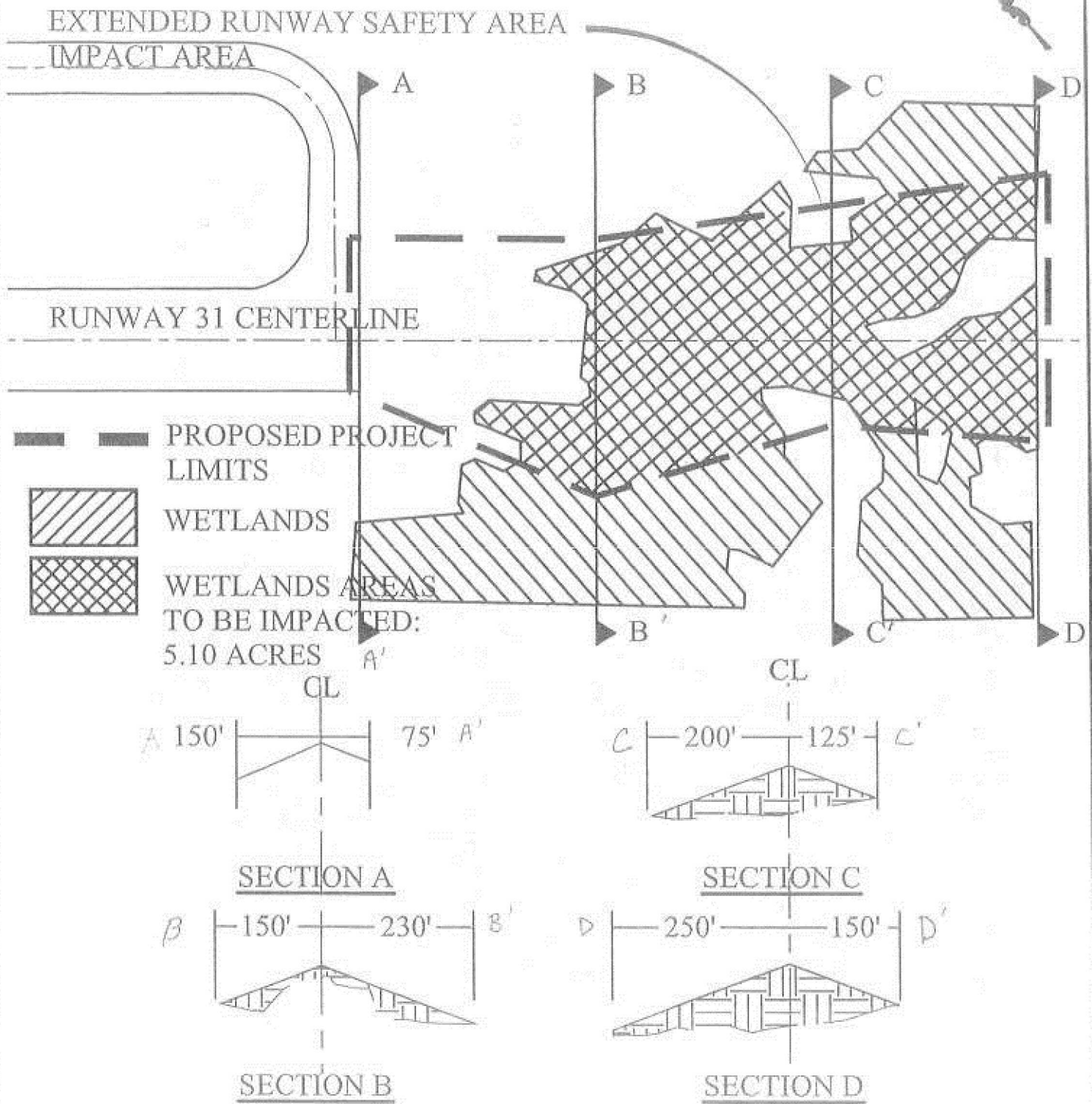


Figure 3. Map showing uplands, wetlands and sampling site locations:

BUILD ALTERNATIVE ONE (PREFERRED ALTERNATIVE)



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880 Spring Street, Suite 204 Shreveport, LA 71101 • Telephone: (318) 222-8252 • Facsimile: 222-8251

HATTIESBURG-BOBBY L. CHAIN
MUNICIPAL AIRPORT
HATTIESBURG, MS

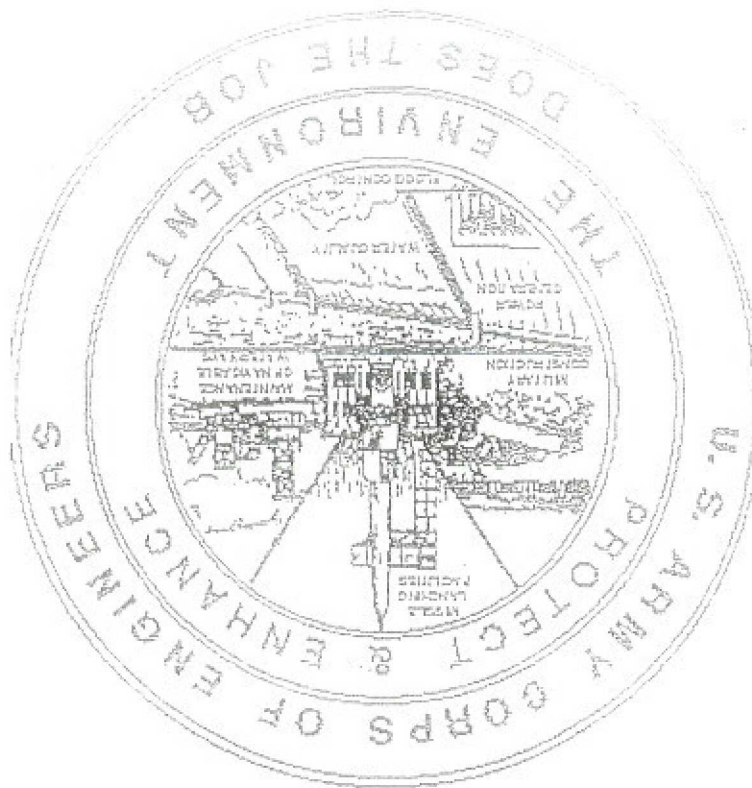
Scale: 1"=300'

Date: 04/10/2013

Drawn By: EFN

Revised: xx/xx/xx

Project No. XX-XXX



CITY OF HATTIESBURG
 ATTN: BERT KUYRKENDALL P E
 P O BOX 1898
 HATTIESBURG MS 39403-1898

TMZ

CEASAR RD-C

DEPARTMENT OF THE ARMY
 U.S. ARMY ENGINEER DISTRICT, MOBILE
 P.O. BOX 2258
 MOBILE ALABAMA 36626-0258
 OFFICIAL BUSINESS





City of Hattiesburg, MS

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

Master

File Number: 2013-0559

File ID: 2013-0559

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 08/28/2013

Brief Title: Agreement with Election Systems & Software for rental of election equipment and related services for the upcoming special election

Final Action: 09/03/2013

Minute Book Number: MB2013-267

Title:

Declare and approve a sole source purchase covering rental of election equipment and related services for the upcoming special election, as provided for in MS Code Section 31-7-13 (m) (viii); authorize execution, in duplicate, of rental agreement with Election Systems and Software, Inc.

Notes:

Sponsors:

Enactment Date:

Attachments: ES&S Agreement - Special Election 2013, executed
ES&S Agreement - Special Election 2013

Enactment Number:

Contact:

Meeting Date: 09/03/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/03/2013	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Dryden to Declare and approve a sole source purchase covering rental of election equipment and related services for the upcoming special election, as provided for in MS Code Section 31-7-13 (m) (viii); authorize execution, in duplicate, of rental agreement with Election Systems and Software, Inc.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Delgado, Carroll and Dryden							
Nays: 0							
Absent: 1 - Naylor							
Yea: 4 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden							

Text of Legislative File 2013-0559

Title

Declare and approve a sole source purchase covering rental of election equipment and related services for the upcoming special election, as provided for in MS Code Section 31-7-13 (m) (viii); authorize execution, in duplicate, of rental agreement with Election Systems and Software, Inc.

Summary

Agreement with Election Systems & Software for rental of election equipment and related services for the upcoming special election

Budget Information

Expenditure Type

Purchasing Item

Publication Information



August 27, 2013

Re: Municipal Election Support (Special Election)

Quote # - ESS-235

Eddie Myers (City Clerk)

City of Hattiesburg

PO Box 1898, 39403

200 Forest Street

Hattiesburg, MS 39401

Phone: 601-545-4602

Cell: 601-596-5029

Fax: 601-584-4892

e-mail: emyers@hattiesburgms.com

Dear Mr. Myers

ES&S is pleased to offer to you the following pricing for your 2013 Municipal Election Support.

September 24th, 2013 Municipal Special Election Support

12 Days of Technician Support @ \$750/per day with an 8-day minimum - \$9,000

Rental of Equipment - \$1,100

Database Coding Support - \$1,500

Total - \$11,600

Considerations that impact pricing:

1. Pricing is valid for 90 days.
2. A rental agreement will need to be signed prior to delivery of equipment.
3. Price includes all travel and expenses.
4. All Sales, Services and Licenses are subject and bound to the terms and conditions of ES&S.

Thank you again for the opportunity to quote your Municipal Election Support. We would ask that you please approve this proposal by signing and returning so that we can secure the necessary resources needed to support this service. Please feel free to call with any questions you might have pertaining to this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bill Lowe'.

Bill Lowe

Election Systems & Software

Account Manager - State of Mississippi

5738 Hwy 80 West Suite C

Jackson, MS 39209

Phone – 601-922-2476

Cell – 601-497-4769

Fax – 601-922-8475

Election Official Approval



August 27, 2013

Re: Municipal Election Support (Special Election)

Quote # - ESS-235

Eddie Myers (City Clerk)

City of Hattiesburg

PO Box 1898, 39403

200 Forest Street

Hattiesburg, MS 39401

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Thank you again for the opportunity to quote your Municipal Election Support. We would ask that you please approve this proposal by signing and returning so that we can secure the necessary resources needed to support this service. Please feel free to call with any questions you might have pertaining to this proposal.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Bill Lowe'.

Bill Lowe
Election Systems & Software
Account Manager - State of Mississippi
5738 Hwy 80 West Suite C
Jackson, MS 39209
Phone - 601-922-2476
Cell - 601-497-4769
Fax - 601-922-8475

A handwritten signature in cursive script, appearing to read 'Eddie R. Myers'. Below the signature is a horizontal line.

Election Official Approval



City of Hattiesburg, MS

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

Master

File Number: 2013-0543

File ID: 2013-0543

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/26/2013

Brief Title: 2013 DUI grant contract authorization

Final Action: 09/03/2013

Minute Book Number: MB2013-267

Title:

Authorize execution of 2013 MS Office of Highway Safety grant contract paperwork in triplicate for the amount of \$94,859 to fund Hattiesburg DUI program.

Notes: Three original copies must be signed and returned to MSDHS

Sponsors:

Enactment Date:

Attachments: FY14 City of Hattiesburg Contract Documents
Revised Approved, executed FY14 City of
Hattiesburg Contract Documents Revised Approved

Enactment Number:

Contact:

Meeting Date: 09/03/2013

Drafter: Brett Benson

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/03/2013	Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Authorize execution of 2013 MS Office of Highway Safety grant contract paperwork in triplicate for the amount of \$94,859 to fund Hattiesburg DUI program.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Delgado, Carroll and Dryden							
Nays: 0							
Absent: 1 - Naylor							
Yea: 4 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden							
TEL-No Vote: 0							

Text of Legislative File 2013-0543

Title

Authorize execution of 2013 MS Office of Highway Safety grant contract paperwork in triplicate for the amount of \$94,859 to fund Hattiesburg DUI program.

Summary

2013 MSDHS DUI grant

Budget Information

Expenditure Type

Grant authorization

Purchasing Item

Publication Information

SUBGRANT SIGNATURE SHEET

MS Office of Highway Safety

1025 Northpark Drive

Ridgeland, MS 39157

Phone: (601) 977-3700; Fax: (601) 977-3701

1. Subgrantee's Name, Address and Phone No. City of Hattiesburg #1 Government Plaza Hattiesburg, MS 39401 Program Title: DUI Enforcement TEL: 601-544-7900 FAX: 601-545-4952 E-Mail: grntwtr@hattiesburgms.com		2. Effective Date: 10/1/2013		
		3. Subgrant Number: 14-MD-21-51		
		4. Grant Identifier (Funding Source & Year): NHTSA 405 D Impaired Driving FY14		
		5. Beginning and Ending Dates: 10/1/2013-9/30/2014		
		6. Subgrant Payment Method: <u> X </u> Cost Reimbursement Method		
7. CFDA # - 20.616		8. DUNS # - 07 944 8130		9. Congressional District - 4
10. The following funds are obligated:				
A. COST CATEGORY		B. SOURCE OF FUNDS		C. RATIO%
(1) Personal Services	\$92,852.00	(1) Federal	\$94,859.00	100%
(2) Travel	\$857.00	(2) State		
(3) Equipment	\$1,000.00	(3) Local		
(4) Communication, Freight	\$150.00	(4) Other		
TOTAL	\$94,859.00	TOTAL	\$94,859.00	100%
11. The Subgrantee agrees to operate the program outlined in this subcontract in accordance with all provisions of this subcontract as included herein. The following sections are attached and incorporated into this agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Budget Summary; Cost Detail Support Sheet and Tasks by Quarter; required agency's policies and procedures and Agreement of Understanding and Compliances. All policies, terms, conditions, and provisions listed in guidelines, grant agreement, and agreement of understanding which has been provided to Subgrantee, are also incorporated into this agreement, and Subgrantee agrees to fully comply therewith.				
12. Approved for Grantee:		13. Approved for Subgrantee:		
Signature _____ Date _____ Name: Shirley Thomas Title: Office Director/MS Governor's Representative Department of Public Safety, Division of Public Safety Planning, MS Office of Highway Safety		Signature _____ Date _____ Name: Johnny L DuPree PhD Title: Mayor		

FY14 Sub-Grantee-Goals, Performance Measures and Tasks

Agency Name: City of Hattiesburg

List the goals that the sub-grantee has set to accomplish for the FY14 grant year. Performance measures should be set to help the sub-grantee accomplish the goals for the grant year. Tasks should be listed to show how they will be implemented to meet the performance measures and to accomplish the goals set by the agency.

Goals:

The goal of the City of Hattiesburg is to maintain zero alcohol related fatalities; to reduce fatal crashes by 10% from 10 in FY 12 to 9; to reduce alcohol related crashes by 5% from 73 in FY 12 to 65; to reduce injury crashes by 5% from 715 to 680; to reduce crashes by 5 % from 3,531 to 3,355 during FY 14.

Performance Measures:

Increase DUI arrest by 5.6% from 303 DUI citations in FY 12 to 320 DUI citations in FY 14.

Conduct a minimum of 2 presentations on the dangers of drunk driving and alcohol usage to local schools.

Reduce alcohol related crashes by 10% from 73 in FY 12 to 65 in FY 14.

Conduct at least 6 checkpoints and 4 saturation patrols during FY 14.

Tasks:

Issue not less than a minimum of eighty (80) citations each quarter, to reach a goal of 320 for FY2014.

Provide overtime to officers to reach goals and objectives.

Participate in training which will increase the quantity and quality of DUI arrests.

Participate in NHTSA's national blitz campaigns by conducting, effective DUI and roadside safety checkpoints, saturation patrols, high visibility zone enforcement and increased person contacts, during local, state and National DUI STEP mobilization periods and campaigns, especially during peak holiday events.

Compile statistical data gathered from the local, state and national blitz campaigns and forward to the Mississippi Law Enforcement Liaison Office.

FY14 TASK BY QUARTER

AGENCY NAME: City of Hattiesburg

PROJECTION TASK BY QUARTERS:

Please include information regarding Blitz participation, if agency is participating in a blitz during quarter.

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Purchase approved equipment for quarter for grant year.

Submit request for promotional items within quarter.

Attend, at a minimum, **one (1)** MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct not less than **one (1)** checkpoint during quarter.

Conduct not less than **one (1)** saturation patrols during quarter.

Issue not less than a minimum of **eighty (80)** citations during quarter, to reach increase of **5.6%** goal of **(320)** for FY2014 from 303 in FY 2012.

Agency will conduct a not less than **one (1)** school, community and/or public information presentation during the quarter.

Submit all required reporting by scheduled date(s) as defined in contract by MOHS, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Additional Tasks:

Participate in NHTSA's national blitz campaigns(Christmas/New Year's) by conducting, effective DUI and roadside safety checkpoints, saturation patrols, high visibility zone enforcement and increased person contacts, during local, state and National DUI STEP mobilization periods and campaigns, especially during peak holiday events.

Compile statistical data gathered from the local, state and national blitz campaigns and forward to the Mississippi Law Enforcement Liaison Office.

Projected Expenditures for Quarter:\$24,464.75

FY14 TASK BY QUARTER

AGENCY NAME: City of Hattiesburg

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Submit request for promotional items within quarter.

Attend, at a minimum, **one (1)** MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct not less than **one (1)** checkpoint during quarter.

Conduct not less than **one (1)** saturation patrols during quarter.

Issue not less than a minimum of **eighty (80)** citations during quarter, to reach increase of **5.6%** goal of **(320)** for FY2014 from 303 in FY 2012.

Submit all required reporting by scheduled date(s) as defined in contract by MOHS, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Additional Tasks:

Participate in NHTSA's national blitz campaigns(New Year's/Super Bowl) by conducting, effective DUI and roadside safety checkpoints, saturation patrols, high visibility zone enforcement and increased person contacts, during local, state and National DUI STEP mobilization periods and campaigns, especially during peak holiday events.

Compile statistical data gathered from the local, state and national blitz campaigns and forward to the Mississippi Law Enforcement Liaison Office.

Projected Expenditures for Quarter: :\$23,464.75

FY14 TASK BY QUARTER

AGENCY NAME: City of Hattiesburg
PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

3RD QUARTER (APRIL, MAY & JUNE)

Submit request for promotional items within quarter.

Attend, at a minimum, **one (1)** MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct not less than **two (2)** checkpoints during quarter.

Conduct not less than **one (1)** saturation patrols during quarter.

Issue not less than a minimum of **eighty (80)** citations during quarter, to reach increase of **5.6%** goal of **(320)** for FY2014 from 303 in FY 2012.

Agency will conduct a not less than **one (1)** school, community and/or public information presentation during the quarter.

Submit all required reporting by scheduled date(s) as defined in contract by MOHS, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Additional Tasks:

Complete and submit Budget Modification prior to June 30th deadline if applicable.

Projected Expenditures for Quarter: :\$23,464.75

FY14 TASK BY QUARTER

AGENCY NAME: City of Hattiesburg
PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Submit request for promotional items within quarter.

Attend, at a minimum, **one (1)** MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct not less than **two (2)** checkpoints during quarter.

Conduct not less than **one (1)** saturation patrols during quarter.

Issue not less than a minimum of **eighty (80)** citations during quarter, to reach increase of **5.6%** goal of **(320)** for FY2014 from 303 in FY 2012.

Submit all required reporting by scheduled date(s) as defined in contract by MOHS, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Additional Tasks:

Participate in NHTSA's national blitz campaigns (4th of July/Labor Day) by conducting, effective DUI and roadside safety checkpoints, saturation patrols, high visibility zone enforcement and increased person contacts, during local, state and National DUI STEP mobilization periods and campaigns, especially during peak holiday events.

Compile statistical data gathered from the local, state and national blitz campaigns and forward to the Mississippi Law Enforcement Liaison Office.

Projected Expenditures for Quarter:\$23,464.75

FY14 MS OFFICE OF HIGHWAY SAFETY BUDGET SUMMARY

1. Applicant Agency: City of Hattiesburg						
2. Subgrant Number:14-MD-21-51		3. Grant ID:NHTSA FY 14 405 D Impaired Driving		4. Beginning: October 1, 2013		Ending: September 30, 2014
6. Submitted as part of (Check One):		7. Funding Request: X _____		8. Modification Number: _____		9. Modification Effective Date:_____
Funding Sources						
10. For MOHS Use Only	11. Activity	Federal	State	Program Income	Other (Local-Private)	Total
	NHTSA FY 14 405 D Impaired Driving	\$94,859.00	\$0.00	\$0.00	\$0.00	\$94,859.00
TOTAL		\$94,859.00	\$0.00	\$0.00	\$0.00	\$94,859.00

**Mississippi Office of Highway Safety
COST SUMMARY SUPPORT SHEET**

1. Applicant Agency: City of Hattiesburg					
2. Subgrant Number: 14-MD-21-51		3. Grant ID: NHTSA FY 14 405 D Impaired Driving		4. Beginning: October 1, 2013	5. Ending: September 30, 2014
6. Activity: DUI Enforcement					
7. MOHS Use Only	8. Category	10. Description of item and/or Basis for Valuation	11. Budget		
	9. Line Item		Federal	All Other	Total
	Salary & Wages	1 F/T DUI Officer @ \$15.6444 per hour x 2080 hours = \$32,540.00 (*Rounded down) OT for DUI Enforcement (officers, jailer, etc.)@26.69 per hours x 1600 hours = \$42,704.00	\$75,244.00		\$75,244.00
	Fringe	1 F/T DUI Officer @ \$32,540.00 x 23.40% = \$7,614.36 OT @ \$42,704.00 x 23.40% = \$9,992.74 TotalFringe\$17,607.10 *Rounded to the nearest dollar \$17,608.00	\$17,608.00		\$17,608.00
	Travel	Highway Safety STARS Conference Hotel @ \$105 per night x3 nights = \$315.00 Hotel Taxes @ 10% = \$31.50 Meals: 1 st day @34.50 + 2 nd day @ \$35.00 + 3 rd day @ \$35.00 + 4 th day @ \$34.50 = \$139.00 Gratuity for meals @ 20% = \$27.80 TOTAL STARS Conference amount = \$513.30			

		Other Statewide Highway Safety Training (MUST BE PRE-APPROVED) Registration @ \$150.00 Meal 1 st day @ \$34.50 + 2 nd day @ \$46.00 + 3 rd day @ \$46.00 = 4 th day @ \$34.50 = \$161.00 Gratuity for meals @ 20% = \$32.20 Total Other HS Training amount = \$343.20 <i>Total Travel = \$856.50* Rounded to the nearest dollar \$857.00</i>	\$857.00		\$857.00
	Equipment	\$1,000.00 computer, monitor and Microsoft office software <i>Total Equipment \$1,000.00</i>	\$1,000.00		\$1,000.00
	Communication,Freight	Shipping - \$150.00	\$150.00		\$150.00

TOTALS	\$94,859.00		\$94,859.00
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Mississippi Office of Highway Safety

Agreement of Understanding and Compliance

This agreement made and entered into by and between the State of Mississippi by and through the Mississippi Office of Highway Safety (MOHS), hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Applicant.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Applicant must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Applicant has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

1. It is mutually agreed that upon written application by Applicant and approval by State and NHTSA (if applicable), State will obligate Federal funds to Applicant account for reimbursement of eligible expenditures as set forth in the application.
2. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by OMB Circular A-133, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Applicant reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
3. It is also understood, pursuant to Section 18.42(e)(1) of Title 49 Code of Federal Regulations, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and sub-grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
4. It is further agreed that where reimbursement is made to Applicant in installments, State shall have the

right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Applicant.

5. Unless otherwise directed, Applicants must submit monthly reimbursement forms and back up documentation, by the 10th business day of the month to receive reimbursement for project activities. Tasks by Quarter Reports, reflect the status of project implementation and progress toward reaching goals. Each progress report shall describe the project status quarterly and shall be submitted to the State no later than fifteen (15) days following the end of each quarter. A Final Closeout Report must be submitted to the MOHS within forty five (45) days of completion of the project (November 15th) unless otherwise directed. Appropriate forms will be provided to the Project Director along with a reminder notice advising date that each is due.

Any Applicant delinquent in submitting quarterly and/or final accomplishment reports, or reports that lack sufficient detail of progress during the period in question, will be subject to having submitted reimbursement requests withheld. Once sufficient reports to substantiate adequate progress have been submitted, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. The evaluation can include on-site monitoring both during and at the end of each grant period. All written documents will be reviewed to determine progress, problems and payoffs of the project.

III. PROPERTY AGREEMENT

- A. Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- B. It is mutually agreed and promised that the Applicant shall immediately notify the State if any equipment purchased under this project ceases to be used in the manner as set forth by the project agreement. In such event, Applicant further agrees either to give credit to the project cost or to another active Highway Safety project for the residual value of such equipment in an amount to be determined by the State or to transfer or otherwise dispose of such equipment as directed by the State.
- C. It is mutually agreed and promised by the Applicant that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the State.
- D. It is mutually agreed and promised that the Applicant shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- E. Each recipient of Section 402 funds has a financial management system that complies with the minimum requirements of 49 CFR Part 18.
- F. Each recipient of Section 402 funds has a procurement system that complies with the minimum requirements of 49 CFR Part 18.

- G. All equipment awarded in this project agreement/contract in connection with this project must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, please notify the MOHS of the anticipated delay.

IV. STAFFING

Positions covered by this project that are 100% funded are new positions. If staff of the Applicant agency is transferred to work on this project, they must be replaced with prior approval by State. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All full time funded positions require time certification and/or detailed activity documentation as directed by State.

V. GENERAL PROJECT REQUIREMENTS

- A. All out-of-state travel must have prior written approval by the State. Requests for approval should be submitted to the State not less than two (2) weeks before the intended date of travel. All federal funded travel requires itemized receipts for expenses incurred as well as an authorized travel voucher and cost must be based on current state and federal policies.
- B. No budget modification requests will be accepted by the State after **June 30th**.
- C. Applicant must submit any proposed agreements for contractual services to the State for final approval prior to acceptance. Contracts may be subject to review and approval by NHTSA.
- D. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Applicant and used for project related expenses or to offset eligible expenses.
- E. Local government Applicant must complete the "Local Governmental Resolution" included within this document, or a similar, equally binding resolution.
6. Applicant must submit the most current copy of the following policies with the application for funding. If agency does not have a current policy, please inform the State of the un-availability of the policy.

Seat belt policy;

Warning citation policy;

Pursuit policy;

Overtime (STEP) policy;

Checkpoint policy;

Saturation patrol policy;

DUI enforcement policy;

Payroll policy to include: overtime, payroll schedule (payroll period begin/end dates & check date),

leave policy (vacation, sick leave, holiday, & compensatory time); and

Agency seat belt survey procedures must be provided if usage rate is identified as a goal within contract.

- F. Compliance form(s) included in this agreement of understanding, dependent upon funding source and program activities, are required to be completed as defined by the State.
- G. All programs awarded incentive and/or promotional items are required to complete compliance form and have an approved distribution plan on file. All promotional items require prior approval by the State before requesting.
- H. All training received under federal funded programs must be program related and a certificate of completion must be available for inspection.
- I. An Inventory Control form must be completed for all equipment. All equipment cost exceeding \$500.00 will be tagged with a State inventory control number. All equipment will be maintained on a State and agency inventory data base.
- J. Applicant must meet all reporting, meeting(s)/scheduled events, along with all other requirements as set forth in the contract by the State.
- K. Termination of Agreement:

The State in the event of Applicant noncompliance with any of the provisions of this agreement may terminate this agreement by giving the Applicant a thirty (30) day notice. The State, before issuing notice of termination of this agreement, shall allow the Applicant a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.

The Applicant may terminate its participation in this agreement by notifying and receiving the concurrence of the State thirty (30) days in advance of the termination.

Contract Changes: Any proposed major changes in this agreement that would result in changes in the scope, character, or complexity of the agreement, as determined by the State, shall require supplemental agreement. Any proposed minor changes in this agreement may be authorized by the Governors Highway Safety Representative, or their delegate, by notifying the Applicant in writing of the approved changes.

Contracts Under This Agreement: Unless otherwise authorized in writing by the State, the Applicant shall not assign any portion of the work to be performed under this agreement, or execute any agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this agreement without the prior written concurrence of the State. Any subcontract under this agreement must include all required and/or applicable clauses and provisions of this agreement.

VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are **not allowable** for highway safety funding.

The following are unallowable:

1. Facilities

- A. The cost of land is **not** allowable.
- B. The cost of construction or reconstruction of driving ranges, towers, and skid pads are **not** allowable.
- C. The cost of construction, rehabilitation, remodeling, or office furnishings and fixtures for State, local or private buildings or structures are **not** allowable.
- D. Cell phones, guns and office furniture are **not** allowable for purchase with these funds under any circumstances.

2. Equipment

- A. Costs for equipment purchases exceeding \$5,000.00 must have prior approval from NHTSA. The MOHS will obtain the approval letter and provide a copy to the APPLICANT.
- B. Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- C. Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
 - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
 - (2) Alcohol testing; and
 - (3) Mobile video systems.

3. Travel

- A. Except as separately approved by NHTSA and the State, the cost of international travel is **not** allowable.
- B. All requests for out-of-state travel must be approved in advance in writing by the MS Office of Highway Safety.
- C. Travel in and out of the State must be included in the Highway Safety Grant Application and subsequent project agreement/contract.

D. Plans for out-of-state travel should be submitted with the grant application.

E. All travel must be submitted on the MOHS/DPS Travel voucher, Form Number 13.20.10.

4. Training

A. The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Training must be approved in advance.

B. Development costs of new training curriculum and materials are allowable if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.

C. Costs are not allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% with 402 funds under an approved project.

D. Proposed training must be included with the grant application. Only DUI/alcohol training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.

5. Program Administration

Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.

6. Public Communications

Cost to purchase program advertising space in the mass communication media is not allowable for subgrantees.

FEDERAL, STATE AND MOHS CERTIFICATIONS AND ASSURANCES

FEDERAL CERTIFICATIONS AND ASSURANCES

VII. NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination

and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C.290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.) relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

VIII. THE DRUG-FREE WORKPLACE ACT OF 1988 (41USC 8103)

The State will provide a drug-free workplace by:

Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and by specifying the actions that will be taken against employees for violation of such prohibition;

Establishing a drug-free awareness program to inform employees about:

- The dangers of drug abuse in the workplace.
- The grantee's policy of maintaining a drug-free workplace.
- Any available drug counseling, rehabilitation, and employee assistance programs.
- The penalties that may be imposed upon employees for drug violations occurring in the workplace.
- Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

- Abide by the terms of the statement.
- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.

Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –

- Taking appropriate personnel action against such an employee, up to and including termination.
- Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) above.

IX. BUY AMERICA ACT (applies to subrecipients as well as States)

The State will comply with the provisions of the Buy America Act. (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured items produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

X. POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XI. CERTIFICATION REGARDING LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the awards documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XII. RESTRICTION ON STATE LOBBYING **(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

XIII. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION **(applies to sub-recipients as well as States)**

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide certification set out below. The certification or explanation will be considered in collection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason or changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definition and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, sub part 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

Exclusion -- Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsible Matters-Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements or receiving stolen property;
 - (c) Are not presently indicted for other otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the Statement in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason or changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definition and coverage sections of 49 CFR Part 29. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, sub part 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification in all low tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsible Matters-Primary Covered Transactions

1. The prospective lower tier participant certifies by submission of this proposal, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

IX. POLICY ON SEATBELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seatbelt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888)221-0045 or visit its website at www.trafficsafety.org.

X. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, DOT Order 3901.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

XI. ENVIRONMENTAL IMPACT

The Governor's Representative for Highway Safety has reviewed the State's Fiscal Year highway safety planning document and hereby declares that no significant environmental impact will result from implementing this Highway Safety Plan. If, under a future revision, this Plan is modified in a manner that could result in a significant environmental impact and trigger the need for an environmental review, this office is prepared to take the action necessary to comply with the National Environmental Policy Act of 1969 (42 U.S.C 4321, et seq.) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517)

STATE CERTIFICATION AND ASSURANCE

CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:

FY14 Grant Agreement

APPLICANT GRANTEES AND SUB-GRANTEES

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the Mississippi Office of Highway Safety, all grant and/or sub-grant recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement:

On or after January 1, 2005, each state, county and local law enforcement agency that conducts Emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a recipient is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that “recipient” means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency’s emergency response and vehicular pursuit policy with pertinent training procedures must be included as an attachment to this Certification and Standard Assurance document. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received shall become an actual documented part of the grant application and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, sub-grantee, or recipient does not show compliance with the statute emphasized above, the grantee, sub-grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, sub-grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

MOHS CERTIFICATIONS AND ASSURANCES

LAW ENFORCEMENT LIASION (LEL) HIGH VISIBILITY ENFORCEMENT (HVE)

PARTICIPATION COMPLIANCE

All Current MS Office of Highway Safety Sub-grantees must participate in each the following:

1. Each agency with a LEL Network Coordinator Grant must hold at least one quarterly T.E.N. (Traffic Enforcement Network) meeting to promote State/County/Local networking, the national blitz campaigns, blitz reporting, and PI&E effort.
2. Each agency with a LEL Network Coordinator Grant must allow the LEL network coordinators to assist the MS Governor's Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns.
3. Each agency must engage in four (4) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols. Each agency must also engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, and the 4th of July Holiday Period by conducting checkpoints and/or saturation patrols during the state campaigns. Each agency will also participate in the blitz campaign for Click it or Ticket.
4. For each of the national blitz campaigns, each agency must maintain relevant stats and must submit a mobilization form reporting the total number of checkpoints, saturation patrols, DUI arrests and other citations/relevant stats by the deadline. **(Mobilization forms must be submitted by the deadline set forth by the MS Office of Highway Safety.)**
5. Each agency must generate earned media (example: press conference, TV ads, radio ads or print news articles) before, during, or after HVE (High Visibility Enforcement) state and national campaign events and must submit documentation with each quarterly report.

Law Enforcement agencies will use the following criteria to help identify locations in each city/county for intensified enforcement including sobriety checkpoints and saturation patrols.

- ☐ *Unusual incidents of alcohol/ drug related crashes*
- ☐ *Alcohol/ drug impaired driving violations*
- ☐ *Unusual number of nighttime single vehicle crashes and/or*
- ☐ *Any other documented alcohol/ drug related vehicular incidents*
- ☐ *Citation data related to restrained and unrestrained occupants*

Enforcement agencies are strongly advised to ensure the site itself has maximum visibility from each direction and has sufficient illumination to ensure safety during night inspection.

ALCOHOL HIGH VISIBILITY ENFORCEMENT (HVE)

PARTICIPATION COMPLIANCE

All MS Office of Highway Safety Sub-grantees must participate in each the following:

1. Each agency must engage in four (4) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols. Each agency must also engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, Memorial Holiday period (Cannot use alcohol funds to participate in the national Click It or Ticket Campaign) and the 4th of July Holiday period by conducting checkpoints and/or saturation patrols during the state campaigns.

2. For each of the national campaigns, each agency must maintain relevant stats and must submit a mobilization form reporting the total number of checkpoints, saturation patrols, DUI arrests and other relevant stats by the reporting deadline set forth by the Office of Highway Safety.
3. Each agency must generate earned media (example: press conference, TV ads, radio ads or print news articles) before, during, or after HVE (High Visibility Enforcement) national campaign events and must submit documentation with quarterly reports.
4. Each agency must participate in quarterly HVE and must commit to conducting HVE including during four nights of the Labor Day Crackdown. Law Enforcement agencies will use the following criteria to help identify locations in each city/county for intensified enforcement including sobriety checkpoints and saturation patrols.

- ☐ *Unusual incidents of alcohol/ drug related crashes*
- ☐ *Alcohol/ drug impaired driving violations*
- ☐ *Unusual number of nighttime single vehicle crashes and/or*
- ☐ *Any other documented alcohol/ drug related vehicular incidents.*

Enforcement agencies are strongly advised to ensure the site itself has maximum visibility from each direction and has sufficient illumination to ensure safety during night inspection.

DUI ENFORCEMENT COMPLIANCE

Agency Heads of law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI Enforcement must comply with the following:

1. Hereby agree and commit to have the DUI Officer (if applicable) and/or other officers assigned to work DUI overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence. Shift hours *will include 4:00 p.m. and no later than 7:00 a.m.* for the DUI Officer(s) while other officers will engage in overtime hours *from 4:00 p.m. and no later than 7:00 a.m.* and will include Thursdays, Fridays and Saturdays.

If proper justification can be made regarding other time periods within the jurisdiction for needed enforcement, a written request can be made to MOHS for consideration and approval. However, written approval must be given by MOHS prior to implementing hours and day of week outside the above shifts.

2. Specific DUI activities in which the DUI officer (if applicable) and/or other officers working overtime will include checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
3. Agency will engage in national campaigns endorsed by the National Highway Traffic Safety.
4. Agency will also engage in all activities as described in the High visibility enforcement (HVE) Participation Compliance.

OCCUPANT PROTECTION HIGH VISIBILITY ENFORCEMENT (HVE)

All MS Office of Highway Safety Subgrantees must participate in each the following:
FY14 MOHS Grant Agreement

Each agency funded under a 402 Occupant Protection Federal grant must participate in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week. Forms containing the number of child restraint/safety belt citations, etc. must be submitted by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign.

Each agency must generate earned media (example: press conference, TV ads, radio ads or print news articles) either before, during, or after HVE (High Visibility Enforcement) national campaign events and must submit documentation with each quarterly report.

LEL PROMOTIONAL/INCENTIVE COMPLIANCE

All Current MS Office of Highway Safety LEL Projects must adhere to the following compliance when ordering, receiving and distributing promotional and/or incentive items for the project:

****All Subgrantees must have prior approval in writing by MOHS before making any request related to promotional/incentive items. A distribution plan must be submitted for approval by the program manager as well.**

Campaign Incentives: will be receipted and awarded to law enforcement agencies (in compliance with LEL/TEN distribution criteria) to wit: eligibility requirements and guidelines for all campaign incentive/awards include: (1) a representative from the law enforcement agency must attend and participate in the scheduled LEL/Troop-TEN meetings and (2) the law enforcement agency must submit a statistical blitz report (within the required reporting allotted time), outlining their agency's enforcement activities during the Christmas/ New Year national blitz campaign; Memorial Day holiday period; the Labor Day national blitz campaign; as well as during local, state and national DUI STEP (Special Traffic Enforcement Programs), mobilization periods and campaigns.

Promotional items: will be used and given away to promote and extend the blitz message during the educational presentations and seminars for area schools, colleges, civic clubs, participating agencies and the general public to make them aware of the current data and dangers attributed to Highway Safety issues. Again, all promotional items requests must have prior approval in writing by the MOHS before issuance.

SUBGRANTEE PROMOTIONAL/INCENTIVE COMPLIANCE

All Current MS Office of Highway Safety subgrantee must adhere to the following compliance when ordering, receiving and distributing promotional items for the project:

****All Subgrantees must have prior approval in writing by MOHS before making any request related to promotional/incentive items. A distribution plan must be submitted for approval by the program manager as well.**

Promotional items: must be used to promote the programs in which are funded. Items purchased to be given away should further enhance the public's knowledge and awareness of the program the agency is implementing with federal funding. Items can be distributed during educational presentations and seminars for area schools, colleges, civic clubs, participating agencies and the general public to make them aware of the current data and dangers attributed to your program.

EQUIPMENT CERTIFICATION:

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the sub-grantee; or the State, through formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes. (23 CFR 1200.21)

Costs for equipment items are allowable only as part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL), where applicable.

****All Subgrantees must have prior approval in writing by MOHS before making any purchase related to equipment.**

DEBARMENT CERTIFICATION:

I, _____ (Signatory Official) do hereby certify that the City of Hattiesburg (sub-grantee/agency) is not or has not been barred from contracting or entering into contracting with the MOHS for a project/ projects utilizing federal funds.

Signatory Official

CERTIFICATION AND STANDARD ASSURANCE

As the Authorized Official, I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by submitting a true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization.

* * * * *

[ATTACH TO THIS DOCUMENT: ALL APPLICABLE STATE, COUNTY OR LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES WITH TRAINING PROCEDURES]

This original signed form, together with the pertinent state, county or local policies to include but not limited to the emergency response and vehicular pursuit policies with training procedures must be returned to the Mississippi Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, upon approval of the contract and prior to the beginning date.

Assurance Requirement of Subgrant Recipients:

In cooperation with the Mississippi Office of Highway Safety, all grant and/or subgrant recipients (regardless of the type of entity or the amount awarded) must comply with the following notice requirement:

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, sub-grantee, or recipient: plans, organizes, sponsors or holds any seminar, conference, convention, symposium, training, event or any other meeting which encumbers, utilizes, expends or will encumber, utilize or expend grant funds, including all reimbursements derived from, generated in whole or in part, or determined to be proceeds of the grant or award; the grantee, sub-grantee or recipient must appropriately notify in writing, the MOHS program manager, the MOHS Director and/or the DPSP Executive Director of the planning for such an occurrence and afford opportunity for DPSP-MOHS personnel to attend and to participate, if they so desire.

Failure of grantee, sub-grantee or recipient to communicate relevant advance notice may lead to cost adjustment, disallowance of costs and/or recovery of pertinent project funds on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, City of Hattiesburg (grantee, sub-grantee, or recipient), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. Therefore, I promise and will comply with this State Certification and Assurance condition.

Authorized Official's Signature
(Grantee, Sub-grantee or Recipient)

Date

[Typed or Printed Name]

[Person's Organizational Title]

* * * * *

This original signed form (blue ink only) must be returned to the Mississippi Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, within 10 days of the grant award beginning date.

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the City of Hattiesburg
(Governing Body of Unit of Government)

herein called the “**SUBGRANTEE**” has thoroughly considered the problem addressed in the application (entitled) DUI Enforcement and has reviewed the project described in the application; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE City of Hattiesburg
(Governing Body of Unit of Government)

IN OPEN MEETING ASSEMBLED IN THE CITY _____ **MISSISSIPPI,**
THIS _____ **Day of** _____, **20** _____ **AS FOLLOWS:**

1. That the project above is in the best interest of the Applicant and the general public.
2. That the _____ be authorized to accept, on behalf of the
(Name and Title of Representative)

Subgrantee an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ \$94,859.00 to be made to the Subgrantee defraying the cost of the
(Federal Dollar Requested)
project described in the award.

3. That the Subgrantee has formally agreed to provide a cash and/or in-kind contribution of \$ 0 as required by the project. (If Applicable)
(Local Match Amount)
4. That certified copies of this resolution be included as part of the award referenced above.
5. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING BY: _____
(Chairman/Mayor – Blue Ink)

Commissioner/Councilman _____ offered the foregoing resolution and moved its adoption, which was seconded by Commissioner/Councilman _____ and, was duly adopted.

Date: _____

Attest: _____

Seal

By: _____
(Blue Ink)

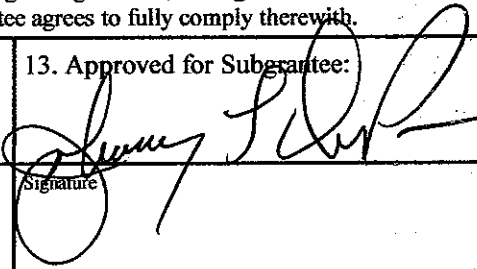
SUBGRANT SIGNATURE SHEET

MS Office of Highway Safety

1025 Northpark Drive

Ridgeland, MS 39157

Phone: (601) 977-3700; Fax: (601) 977-3701

1. Subgrantee's Name, Address and Phone No. City of Hattiesburg #1 Government Plaza Hattiesburg, MS 39401 Program Title: DUI Enforcement TEL: 601-544-7900 FAX: 601-545-4952 E-Mail: grntwtr@hattiesburgms.com		2. Effective Date: 10/1/2013			
		3. Subgrant Number: 14-MD-21-51			
		4. Grant Identifier (Funding Source & Year): NHTSA 405 D Impaired Driving FY14			
		5. Beginning and Ending Dates: 10/1/2013-9/30/2014			
		6. Subgrant Payment Method: <u>X</u> Cost Reimbursement Method			
7. CFDA # - 20.616		8. DUNS # - 07 944 8130		9. Congressional District - 4	
10. The following funds are obligated:					
A. COST CATEGORY		B. SOURCE OF FUNDS		C. RATIO%	
(1) Personal Services	\$92,852.00	(1) Federal	\$94,859.00	100%	
(2) Travel	\$857.00	(2) State			
(3) Equipment	\$1,000.00	(3) Local			
(4) Communication, Freight	\$150.00	(4) Other			
TOTAL	\$94,859.00	TOTAL	\$94,859.00	100%	
11. The Subgrantee agrees to operate the program outlined in this subcontract in accordance with all provisions of this subcontract as included herein. The following sections are attached and incorporated into this agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Budget Summary; Cost Detail Support Sheet and Tasks by Quarter; required agency's policies and procedures and Agreement of Understanding and Compliances. All policies, terms, conditions, and provisions listed in guidelines, grant agreement, and agreement of understanding which has been provided to Subgrantee, are also incorporated into this agreement, and Subgrantee agrees to fully comply therewith.					
12. Approved for Grantee:		13. Approved for Subgrantee:			
Signature _____ Date _____		Signature  Date 9-3-13			
Name: Shirley Thomas Title: Office Director/MS Governor's Representative Department of Public Safety, Division of Public Safety Planning, MS Office of Highway Safety		Name: Johnny L DuPree PhD Title: Mayor			

FY14 Sub-Grantee-Goals, Performance Measures and Tasks

Agency Name: City of Hattiesburg

List the goals that the sub-grantee has set to accomplish for the FY14 grant year. Performance measures should be set to help the sub-grantee accomplish the goals for the grant year. Tasks should be listed to show how they will be implemented to meet the performance measures and to accomplish the goals set by the agency.

Goals:

The goal of the City of Hattiesburg is to maintain zero alcohol related fatalities; to reduce fatal crashes by 10% from 10 in FY 12 to 9; to reduce alcohol related crashes by 5% from 73 in FY 12 to 65; to reduce injury crashes by 5% from 715 to 680; to reduce crashes by 5 % from 3,531 to 3,355 during FY 14.

Performance Measures:

Increase DUI arrest by 5.6% from 303 DUI citations in FY 12 to 320 DUI citations in FY 14.

Conduct a minimum of 2 presentations on the dangers of drunk driving and alcohol usage to local schools.

Reduce alcohol related crashes by 10% from 73 in FY 12 to 65 in FY 14.

Conduct at least 6 checkpoints and 4 saturation patrols during FY 14.

Tasks:

Issue not less than a minimum of eighty (80) citations each quarter, to reach a goal of 320 for FY2014.

Provide overtime to officers to reach goals and objectives.

Participate in training which will increase the quantity and quality of DUI arrests.

Participate in NHTSA's national blitz campaigns by conducting, effective DUI and roadside safety checkpoints, saturation patrols, high visibility zone enforcement and increased person contacts, during local, state and National DUI STEP mobilization periods and campaigns, especially during peak holiday events.

Compile statistical data gathered from the local, state and national blitz campaigns and forward to the Mississippi Law Enforcement Liaison Office.

FY14 TASK BY QUARTER

AGENCY NAME: City of Hattiesburg

PROJECTION TASK BY QUARTERS:

Please include information regarding Blitz participation, if agency is participating in a blitz during quarter.

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Purchase approved equipment for quarter for grant year.

Submit request for promotional items within quarter.

Attend, at a minimum, **one (1)** MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct not less than **one (1)** checkpoint during quarter.

Conduct not less than **one (1)** saturation patrols during quarter.

Issue not less than a minimum of **eighty (80)** citations during quarter, to reach increase of **5.6%** goal of **(320)** for FY2014 from 303 in FY 2012.

Agency will conduct a not less than **one (1)** school, community and/or public information presentation during the quarter.

Submit all required reporting by scheduled date(s) as defined in contract by MOHS, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Additional Tasks:

Participate in NHTSA's national blitz campaigns(Christmas/New Year's) by conducting, effective DUI and roadside safety checkpoints, saturation patrols, high visibility zone enforcement and increased person contacts, during local, state and National DUI STEP mobilization periods and campaigns, especially during peak holiday events.

Compile statistical data gathered from the local, state and national blitz campaigns and forward to the Mississippi Law Enforcement Liaison Office.

Projected Expenditures for Quarter:\$24,464.75

FY14 TASK BY QUARTER

AGENCY NAME: City of Hattiesburg

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Submit request for promotional items within quarter.

Attend, at a minimum, **one (1)** MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct not less than **one (1)** checkpoint during quarter.

Conduct not less than **one (1)** saturation patrols during quarter.

Issue not less than a minimum of **eighty (80)** citations during quarter, to reach increase of **5.6%** goal of **(320)** for FY2014 from 303 in FY 2012.

Submit all required reporting by scheduled date(s) as defined in contract by MOHS, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Additional Tasks:

Participate in NHTSA's national blitz campaigns(New Year's/Super Bowl) by conducting, effective DUI and roadside safety checkpoints, saturation patrols, high visibility zone enforcement and increased person contacts, during local, state and National DUI STEP mobilization periods and campaigns, especially during peak holiday events.

Compile statistical data gathered from the local, state and national blitz campaigns and forward to the Mississippi Law Enforcement Liaison Office.

Projected Expenditures for Quarter: :\$23,464.75

FY14 TASK BY QUARTER

AGENCY NAME: City of Hattiesburg
PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

3RD QUARTER (APRIL, MAY & JUNE)

Submit request for promotional items within quarter.

Attend, at a minimum, **one (1)** MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct not less than **two (2)** checkpoints during quarter.

Conduct not less than **one (1)** saturation patrols during quarter.

Issue not less than a minimum of **eighty (80)** citations during quarter, to reach increase of **5.6%** goal of **(320)** for FY2014 from 303 in FY 2012.

Agency will conduct a not less than **one (1)** school, community and/or public information presentation during the quarter.

Submit all required reporting by scheduled date(s) as defined in contract by MOHS, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Additional Tasks:

Complete and submit Budget Modification prior to June 30th deadline if applicable.

Projected Expenditures for Quarter: :\$23,464.75

FY14 TASK BY QUARTER

AGENCY NAME: City of Hattiesburg
PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Submit request for promotional items within quarter.

Attend, at a minimum, **one (1)** MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct not less than **two (2)** checkpoints during quarter.

Conduct not less than **one (1)** saturation patrols during quarter.

Issue not less than a minimum of **eighty (80)** citations during quarter, to reach increase of **5.6%** goal of **(320)** for FY2014 from 303 in FY 2012.

Submit all required reporting by scheduled date(s) as defined in contract by MOHS, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Additional Tasks:

Participate in NHTSA's national blitz campaigns (4th of July/Labor Day) by conducting, effective DUI and roadside safety checkpoints, saturation patrols, high visibility zone enforcement and increased person contacts, during local, state and National DUI STEP mobilization periods and campaigns, especially during peak holiday events.

Compile statistical data gathered from the local, state and national blitz campaigns and forward to the Mississippi Law Enforcement Liaison Office.

Projected Expenditures for Quarter:\$23,464.75

FY14 MS OFFICE OF HIGHWAY SAFETY BUDGET SUMMARY

1. Applicant Agency: City of Hattiesburg						
2. Subgrant Number: 14-MD-21-51	3. Grant ID: NHTSA FY 14 405 D Impaired Driving	4. Beginning: October 1, 2013	Ending: September 30, 2014			
6. Submitted as part of (Check One):	7. Funding Request: X	8. Modification Number:	9. Modification Effective Date:			
Funding Sources						
10. For MOHS Use Only	11. Activity	Federal	State	Program Income	Other (Local-Private)	Total
	NHTSA FY 14 405 D Impaired Driving	\$94,859.00		\$0.00		\$94,859.00
TOTAL		\$94,859.00		\$0.00	\$0.00	\$94,859.00

**Mississippi Office of Highway Safety
COST SUMMARY SUPPORT SHEET**

1. Applicant Agency: City of Hattiesburg		3. Grant ID: NHTSA FY 14 405 D	4. Beginning: October 1, 2013	5. Ending: September 30, 2014
2. Subgrant Number: 14-MD-21-51		Impaired Driving		
6. Activity: DUI Enforcement				

7. MOHS Use Only	8. Category	9. Line Item	10. Description of item and/or Basis for Valuation	11. Budget		
				Federal	All Other	Total
	Salary & Wages		1 F/T DUI Officer @ \$15.6444 per hour x 2080 hours = \$32,540.00 (*Rounded down) OT for DUI Enforcement (officers, jailer, etc.) @ \$26.69 per hours x 1600 hours = \$42,704.00	\$75,244.00		\$75,244.00
	Fringe		1 F/T DUI Officer @ \$32,540.00 x 23.40% = \$7,614.36 OT @ \$42,704.00 x 23.40% = \$9,992.74 Total Fringe \$17,607.10 *Rounded to the nearest dollar \$17,608.00			\$17,608.00
	Travel		Highway Safety STARS Conference Hotel @ \$105 per night x 3 nights = \$315.00 Hotel Taxes @ 10% = \$31.50 Meals: 1 st day @ \$34.50 + 2 nd day @ \$35.00 + 3 rd day @ \$35.00 + 4 th day @ \$34.50 = \$139.00 Gratuities for meals @ 20% = \$27.80 TOTAL STARS Conference amount = \$513.30			

		Other Statewide Highway Safety Training (MUST BE PRE-APPROVED) Registration @ \$150.00 Meal 1 st day @ \$34.50 + 2 nd day @ \$46.00 + 3 rd day @ \$46.00 = 4 th day @ \$34.50 = \$161.00 Gratuities for meals @ 20% = \$32.20 Total Other HS Training amount = \$343.20 Total Travel = \$856.50* Rounded to the nearest dollar \$857.00	\$857.00		\$857.00
	Equipment	\$1,000.00 computer, monitor and Microsoft office software Total Equipment \$1,000.00	\$1,000.00		\$1,000.00
	Communication, Freight	Shipping - \$150.00	\$150.00		\$150.00

TOTALS	\$94,859.00	\$94,859.00
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Mississippi Office of Highway Safety

Agreement of Understanding and Compliance

This agreement made and entered into by and between the State of Mississippi by and through the Mississippi Office of Highway Safety (MOHS), hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Applicant.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Applicant must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Applicant has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

1. It is mutually agreed that upon written application by Applicant and approval by State and NHTSA (if applicable), State will obligate Federal funds to Applicant account for reimbursement of eligible expenditures as set forth in the application.
2. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by OMB Circular A-133, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Applicant reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
3. It is also understood, pursuant to Section 18.42(e)(1) of Title 49 Code of Federal Regulations, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and sub-grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
4. It is further agreed that where reimbursement is made to Applicant in installments, State shall have the

right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Applicant.

5. Unless otherwise directed, Applicants must submit monthly reimbursement forms and back up documentation, by the 10th business day of the month to receive reimbursement for project activities. Tasks by Quarter Reports, reflect the status of project implementation and progress toward reaching goals. Each progress report shall describe the project status quarterly and shall be submitted to the State no later than fifteen (15) days following the end of each quarter. A Final Closeout Report must be submitted to the MOHS within forty five (45) days of completion of the project (November 15th) unless otherwise directed. Appropriate forms will be provided to the Project Director along with a reminder notice advising date that each is due.

Any Applicant delinquent in submitting quarterly and/or final accomplishment reports, or reports that lack sufficient detail of progress during the period in question, will be subject to having submitted reimbursement requests withheld. Once sufficient reports to substantiate adequate progress have been submitted, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. The evaluation can include on-site monitoring both during and at the end of each grant period. All written documents will be reviewed to determine progress, problems and payoffs of the project.

III. PROPERTY AGREEMENT

- A. Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- B. It is mutually agreed and promised that the Applicant shall immediately notify the State if any equipment purchased under this project ceases to be used in the manner as set forth by the project agreement. In such event, Applicant further agrees either to give credit to the project cost or to another active Highway Safety project for the residual value of such equipment in an amount to be determined by the State or to transfer or otherwise dispose of such equipment as directed by the State.
- C. It is mutually agreed and promised by the Applicant that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the State.
- D. It is mutually agreed and promised that the Applicant shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- E. Each recipient of Section 402 funds has a financial management system that complies with the minimum requirements of 49 CFR Part 18.
- F. Each recipient of Section 402 funds has a procurement system that complies with the minimum requirements of 49 CFR Part 18.

- G. All equipment awarded in this project agreement/contract in connection with this project must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, please notify the MOHS of the anticipated delay.

IV. STAFFING

Positions covered by this project that are 100% funded are new positions. If staff of the Applicant agency is transferred to work on this project, they must be replaced with prior approval by State. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All full time funded positions require time certification and/or detailed activity documentation as directed by State.

V. GENERAL PROJECT REQUIREMENTS

- A. All out-of-state travel must have prior written approval by the State. Requests for approval should be submitted to the State not less than two (2) weeks before the intended date of travel. All federal funded travel requires itemized receipts for expenses incurred as well as an authorized travel voucher and cost must be based on current state and federal policies.
- B. No budget modification requests will be accepted by the State after **June 30th**.
- C. Applicant must submit any proposed agreements for contractual services to the State for final approval prior to acceptance. Contracts may be subject to review and approval by NHTSA.
- D. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Applicant and used for project related expenses or to offset eligible expenses.
- E. Local government Applicant must complete the "Local Governmental Resolution" included within this document, or a similar, equally binding resolution.
6. Applicant must submit the most current copy of the following policies with the application for funding. If agency does not have a current policy, please inform the State of the un-availability of the policy.
- Seat belt policy;
 - Warning citation policy;
 - Pursuit policy;
 - Overtime (STEP) policy;
 - Checkpoint policy;
 - Saturation patrol policy;
 - DUI enforcement policy;
 - Payroll policy to include: overtime, payroll schedule (payroll period begin/end dates & check date),

leave policy (vacation, sick leave, holiday, & compensatory time); and

- Agency seat belt survey procedures must be provided if usage rate is identified as a goal within contract.
- F. Compliance form(s) included in this agreement of understanding, dependent upon funding source and program activities, are required to be completed as defined by the State.
- G. All programs awarded incentive and/or promotional items are required to complete compliance form and have an approved distribution plan on file. All promotional items require prior approval by the State before requesting.
- H. All training received under federal funded programs must be program related and a certificate of completion must be available for inspection.
- I. An Inventory Control form must be completed for all equipment. All equipment cost exceeding \$500.00 will be tagged with a State inventory control number. All equipment will be maintained on a State and agency inventory data base.
- J. Applicant must meet all reporting, meeting(s)/scheduled events, along with all other requirements as set forth in the contract by the State.
- K. Termination of Agreement:
- The State in the event of Applicant noncompliance with any of the provisions of this agreement may terminate this agreement by giving the Applicant a thirty (30) day notice. The State, before issuing notice of termination of this agreement, shall allow the Applicant a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
 - The Applicant may terminate its participation in this agreement by notifying and receiving the concurrence of the State thirty (30) days in advance of the termination.
 - Contract Changes: Any proposed major changes in this agreement that would result in changes in the scope, character, or complexity of the agreement, as determined by the State, shall require supplemental agreement. Any proposed minor changes in this agreement may be authorized by the Governors Highway Safety Representative, or their delegate, by notifying the Applicant in writing of the approved changes.
 - Contracts Under This Agreement: Unless otherwise authorized in writing by the State, the Applicant shall not assign any portion of the work to be performed under this agreement, or execute any agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this agreement without the prior written concurrence of the State. Any subcontract under this agreement must include all required and/or applicable clauses and provisions of this agreement.

VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are not allowable for highway safety funding.

The following are unallowable:

1. Facilities

- A. The cost of land is not allowable.
- B. The cost of construction or reconstruction of driving ranges, towers, and skid pads are not allowable.
- C. The cost of construction, rehabilitation, remodeling, or office furnishings and fixtures for State, local or private buildings or structures are not allowable.
- D. Cell phones, guns and office furniture are not allowable for purchase with these funds under any circumstances.

2. Equipment

- A. Costs for equipment purchases exceeding \$5,000.00 must have prior approval from NHTSA. The MOHS will obtain the approval letter and provide a copy to the APPLICANT.
- B. Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- C. Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
 - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
 - (2) Alcohol testing; and
 - (3) Mobile video systems.

3. Travel

- A. Except as separately approved by NHTSA and the State, the cost of international travel is not allowable.
- B. All requests for out-of-state travel must be approved in advance in writing by the MS Office of Highway Safety.
- C. Travel in and out of the State must be included in the Highway Safety Grant Application and subsequent project agreement/contract.

D. Plans for out-of-state travel should be submitted with the grant application.

E. All travel must be submitted on the MOHS/DPS Travel voucher, Form Number 13.20.10.

4. Training

A. The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Training must be approved in advance.

B. Development costs of new training curriculum and materials are allowable if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.

C. Costs are not allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% with 402 funds under an approved project.

D. Proposed training must be included with the grant application. Only DUI/alcohol training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.

5. Program Administration

Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.

6. Public Communications

Cost to purchase program advertising space in the mass communication media is not allowable for sub-grantees.

FEDERAL, STATE AND MOHS CERTIFICATIONS AND ASSURANCES

FEDERAL CERTIFICATIONS AND ASSURANCES

VII. NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination

and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.) relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

VIII. THE DRUG-FREE WORKPLACE ACT OF 1988 (41USC 8103)

The State will provide a drug-free workplace by:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and by specifying the actions that will be taken against employees for violation of such prohibition;
- Establishing a drug-free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace.
 - The grantee's policy of maintaining a drug-free workplace.
 - Any available drug counseling, rehabilitation, and employee assistance programs.
 - The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 - Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - Abide by the terms of the statement.
 - Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
- Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –
 - Taking appropriate personnel action against such an employee, up to and including termination.
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) above.
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IX. BUY AMERICA ACT (applies to subrecipients as well as States)

The State will comply with the provisions of the Buy America Act. (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured items produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

X. POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XI. CERTIFICATION REGARDING LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the awards documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XII. RESTRICTION ON STATE LOBBYING **(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

XIII. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION **(applies to sub-recipients as well as States)**

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide certification set out below. The certification or explanation will be considered in collection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason or changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definition and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, sub part 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

Exclusion -- Lower Tier Covered Transaction," provided by the department or agency entering into this covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsible Matters-Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements or receiving stolen property;
 - (c) Are not presently indicted for other otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the Statement in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason or changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definition and coverage sections of 49 CFR Part 29. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, sub part 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification in all low tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsible Matters-Primary Covered Transactions

1. The prospective lower tier participant certifies by submission of this proposal, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

IX. POLICY ON SEATBELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seatbelt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888)221-0045 or visit its website at www.trafficsafety.org.

X. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, DOT Order 3901.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

XI. ENVIRONMENTAL IMPACT

The Governor's Representative for Highway Safety has reviewed the State's Fiscal Year highway safety planning document and hereby declares that no significant environmental impact will result from implementing this Highway Safety Plan. If, under a future revision, this Plan is modified in a manner that could result in a significant environmental impact and trigger the need for an environmental review, this office is prepared to take the action necessary to comply with the National Environmental Policy Act of 1969 (42 U.S.C 4321, et seq.) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517)

STATE CERTIFICATION AND ASSURANCE

CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:

FY14 Grant Agreement

APPLICANT GRANTEES AND SUB-GRANTEES

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the Mississippi Office of Highway Safety, all grant and/or sub-grant recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement:

On or after January 1, 2005, each state, county and local law enforcement agency that conducts Emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a recipient is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be included as an attachment to this Certification and Standard Assurance document. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received shall become an actual documented part of the grant application and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, sub-grantee, or recipient does not show compliance with the statute emphasized above, the grantee, sub-grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, sub-grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

MOHS CERTIFICATIONS AND ASSURANCES

LAW ENFORCEMENT LIASION (LEL) HIGH VISIBILITY ENFORCEMENT (HVE)

PARTICIPATION COMPLIANCE

All Current MS Office of Highway Safety Sub-grantees must participate in each the following:

1. Each agency with a LEL Network Coordinator Grant must hold at least one quarterly T.E.N. (Traffic Enforcement Network) meeting to promote State/County/Local networking, the national blitz campaigns, blitz reporting, and PI&E effort.
2. Each agency with a LEL Network Coordinator Grant must allow the LEL network coordinators to assist the MS Governor's Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns.
3. Each agency must engage in four (4) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols. Each agency must also engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, and the 4th of July Holiday Period by conducting checkpoints and/or saturation patrols during the state campaigns. Each agency will also participate in the blitz campaign for Click it or Ticket.
4. For each of the national blitz campaigns, each agency must maintain relevant stats and must submit a mobilization form reporting the total number of checkpoints, saturation patrols, DUI arrests and other citations/relevant stats by the deadline. **(Mobilization forms must be submitted by the deadline set forth by the MS Office of Highway Safety.)**
5. Each agency must generate earned media (example: press conference, TV ads, radio ads or print news articles) before, during, or after HVE (High Visibility Enforcement) state and national campaign events and must submit documentation with each quarterly report.

Law Enforcement agencies will use the following criteria to help identify locations in each city/county for intensified enforcement including sobriety checkpoints and saturation patrols.

- ☐ *Unusual incidents of alcohol/ drug related crashes*
- ☐ *Alcohol/ drug impaired driving violations*
- ☐ *Unusual number of nighttime single vehicle crashes and/or*
- ☐ *Any other documented alcohol/ drug related vehicular incidents*
- ☐ *Citation data related to restrained and unrestrained occupants*

Enforcement agencies are strongly advised to ensure the site itself has maximum visibility from each direction and has sufficient illumination to ensure safety during night inspection.

ALCOHOL HIGH VISIBILITY ENFORCEMENT (HVE)

PARTICIPATION COMPLIANCE

All MS Office of Highway Safety Sub-grantees must participate in each the following:

1. Each agency must engage in four (4) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols. Each agency must also engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, Memorial Holiday period (Cannot use alcohol funds to participate in the national Click It or Ticket Campaign) and the 4th of July Holiday period by conducting checkpoints and/or saturation patrols during the state campaigns.

2. For each of the national campaigns, each agency must maintain relevant stats and must submit a mobilization form reporting the total number of checkpoints, saturation patrols, DUI arrests and other relevant stats by the reporting deadline set forth by the Office of Highway Safety.
3. Each agency must generate earned media (example: press conference, TV ads, radio ads or print news articles) before, during, or after HVE (High Visibility Enforcement) national campaign events and must submit documentation with quarterly reports.
4. Each agency must participate in quarterly HVE and must commit to conducting HVE including during four nights of the Labor Day Crackdown. Law Enforcement agencies will use the following criteria to help identify locations in each city/county for intensified enforcement including sobriety checkpoints and saturation patrols.

- ☐ *Unusual incidents of alcohol/ drug related crashes*
- ☐ *Alcohol/ drug impaired driving violations*
- ☐ *Unusual number of nighttime single vehicle crashes and/or*
- ☐ *Any other documented alcohol/ drug related vehicular incidents.*

Enforcement agencies are strongly advised to ensure the site itself has maximum visibility from each direction and has sufficient illumination to ensure safety during night inspection.

DUI ENFORCEMENT COMPLIANCE

Agency Heads of law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI Enforcement must comply with the following:

1. Hereby agree and commit to have the DUI Officer (if applicable) and/or other officers assigned to work DUI overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence. Shift hours *will include 4:00 p.m. and no later than 7:00 a.m.* for the DUI Officer(s) while other officers will engage in overtime hours *from 4:00 p.m. and no later than 7:00 a.m.* and will include Thursdays, Fridays and Saturdays.

If proper justification can be made regarding other time periods within the jurisdiction for needed enforcement, a written request can be made to MOHS for consideration and approval. However, written approval must be given by MOHS prior to implementing hours and day of week outside the above shifts.

2. Specific DUI activities in which the DUI officer (if applicable) and/or other officers working overtime will include checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
3. Agency will engage in national campaigns endorsed by the National Highway Traffic Safety.
4. Agency will also engage in all activities as described in the High visibility enforcement (HVE) Participation Compliance.

OCCUPANT PROTECTION HIGH VISIBILITY ENFORCEMENT (HVE)

All MS Office of Highway Safety Subgrantees must participate in each the following:
FY14 MOHS Grant Agreement

Each agency funded under a 402 Occupant Protection Federal grant must participate in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week. Forms containing the number of child restraint/safety belt citations, etc. must be submitted by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign.

Each agency must generate earned media (example: press conference, TV ads, radio ads or print news articles) either before, during, or after HVE (High Visibility Enforcement) national campaign events and must submit documentation with each quarterly report.

LEL PROMOTIONAL/INCENTIVE COMPLIANCE

All Current MS Office of Highway Safety LEL Projects must adhere to the following compliance when ordering, receiving and distributing promotional and/or incentive items for the project:

****All Subgrantees must have prior approval in writing by MOHS before making any request related to promotional/incentive items. A distribution plan must be submitted for approval by the program manager as well.**

Campaign Incentives: will be receipted and awarded to law enforcement agencies (in compliance with LEL/TEN distribution criteria) to wit: eligibility requirements and guidelines for all campaign incentive/awards include: (1) a representative from the law enforcement agency must attend and participate in the scheduled LEL/Troop-TEN meetings and (2) the law enforcement agency must submit a statistical blitz report (within the required reporting allotted time), outlining their agency's enforcement activities during the Christmas/ New Year national blitz campaign; Memorial Day holiday period; the Labor Day national blitz campaign; as well as during local, state and national DUI STEP (Special Traffic Enforcement Programs), mobilization periods and campaigns.

Promotional items: will be used and given away to promote and extend the blitz message during the educational presentations and seminars for area schools, colleges, civic clubs, participating agencies and the general public to make them aware of the current data and dangers attributed to Highway Safety issues. Again, all promotional items requests must have prior approval in writing by the MOHS before issuance.

SUBGRANTEE PROMOTIONAL/INCENTIVE COMPLIANCE

All Current MS Office of Highway Safety subgrantee must adhere to the following compliance when ordering, receiving and distributing promotional items for the project:

****All Subgrantees must have prior approval in writing by MOHS before making any request related to promotional/incentive items. A distribution plan must be submitted for approval by the program manager as well.**

Promotional items: must be used to promote the programs in which are funded. Items purchased to be given away should further enhance the public's knowledge and awareness of the program the agency is implementing with federal funding. Items can be distributed during educational presentations and seminars for area schools, colleges, civic clubs, participating agencies and the general public to make them aware of the current data and dangers attributed to your program.

EQUIPMENT CERTIFICATION:

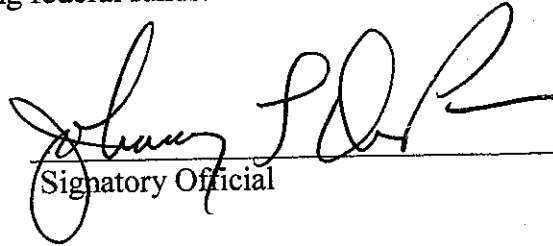
Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the sub-grantee; or the State, through formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes. (23 CFR 1200.21)

Costs for equipment items are allowable only as part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL), where applicable.

****All Subgrantees must have prior approval in writing by MOHS before making any purchase related to equipment.**

DEBARMENT CERTIFICATION:

I, Mayor Johnny L. DuPree (Signatory Official) do hereby certify that the City of Hattiesburg (sub-grantee/agency) is not or has not been barred from contracting or entering into contracting with the MOHS for a project/ projects utilizing federal funds.



Signatory Official

CERTIFICATION AND STANDARD ASSURANCE

As the Authorized Official, I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by submitting a true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization.

* * * * *

[ATTACH TO THIS DOCUMENT: ALL APPLICABLE STATE, COUNTY OR LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES WITH TRAINING PROCEDURES]

This original signed form, together with the pertinent state, county or local policies to include but not limited to the emergency response and vehicular pursuit policies with training procedures must be returned to the Mississippi Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, upon approval of the contract and prior to the beginning date.

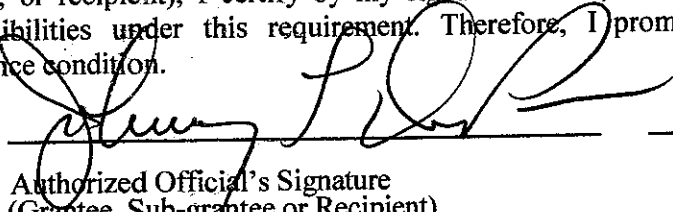
Assurance Requirement of Subgrant Recipients:

In cooperation with the Mississippi Office of Highway Safety, all grant and/or subgrant recipients (regardless of the type of entity or the amount awarded) must comply with the following notice requirement:

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, sub-grantee, or recipient: plans, organizes, sponsors or holds any seminar, conference, convention, symposium, training, event or any other meeting which encumbers, utilizes, expends or will encumber, utilize or expend grant funds, including all reimbursements derived from, generated in whole or in part, or determined to be proceeds of the grant or award; the grantee, sub-grantee or recipient must appropriately notify in writing, the MOHS program manager, the MOHS Director and/or the DPSP Executive Director of the planning for such an occurrence and afford opportunity for DPSP-MOHS personnel to attend and to participate, if they so desire.

Failure of grantee, sub-grantee or recipient to communicate relevant advance notice may lead to cost adjustment, disallowance of costs and/or recovery of pertinent project funds on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, City of Hattiesburg (grantee, sub-grantee, or recipient), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. Therefore, I promise and will comply with this State Certification and Assurance condition.


Authorized Official's Signature
(Grantee, Sub-grantee or Recipient)

9-3-13
Date

Johnny L. DuPree

Mayor

[Typed or Printed Name]

[Person's Organizational Title]

* * * * *

This original signed form (blue ink only) must be returned to the Mississippi Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, within 10 days of the grant award beginning date.

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the City of Hattiesburg

(Governing Body of Unit of Government)

herein called the "SUBGRANTEE" has thoroughly considered the problem addressed in the application (entitled) DUI Enforcement and has reviewed the project described in the application; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE City of Hattiesburg
(Governing Body of Unit of Government)

IN OPEN MEETING ASSEMBLED IN THE CITY Hattiesburg MISSISSIPPI,
THIS 3rd Day of September, 20 13 AS FOLLOWS:

1. That the project above is in the best interest of the Applicant and the general public.

2. That the Mayor Johnny L. DuPree be authorized to accept, on behalf of the
(Name and Title of Representative)

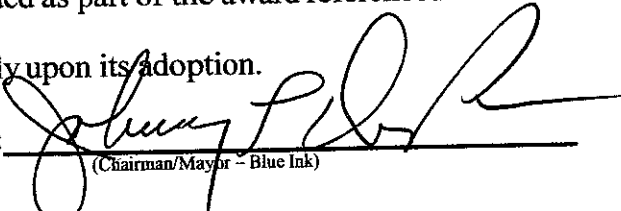
Subgrantee an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ \$94,859.00 to be made to the Subgrantee defraying the cost of the
(Federal Dollar Requested)
project described in the award.

3. That the Subgrantee has formally agreed to provide a cash and/or in-kind contribution of \$ 0 as required by the project. (If Applicable)
(Local Match Amount)

4. That certified copies of this resolution be included as part of the award referenced above.

5. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING BY:


(Chairman/Mayor - Blue Ink)

Commissioner/Councilman Delgado offered the foregoing resolution and moved its adoption, which was seconded by Commissioner/Councilman Carroll and, was duly adopted.

Date: 9-3-13

Attest: Eddie R. Myers

Seal

By: _____
(Blue Ink)



City of Hattiesburg, MS

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

Master

File Number: 2013-0563

File ID: 2013-0563

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 08/29/2013

Brief Title: Hoerner-sale of personal service weapon

Final Action: 09/03/2013

Minute Book Number: MB2013-267-268

Title:

Adopt an order to approve the sale of personal service weapons to retiring Police Officer Sergeant Richard Hoerner in the amount of One Hundred Dollars (\$100.00), pursuant to Mississippi Code Ann. 45-9-131.

Notes:

Sponsors:

Enactment Date:

Attachments: Memo, Hoerner, service weapon

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/03/2013	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Adopt an order to approve the sale of personal service weapons to retiring Police Officer Sergeant Richard Hoerner in the amount of One Hundred Dollars (\$100.00), pursuant to Mississippi Code Ann. 45-9-131.							
Chief Bolton announced Sergeant Hoerner's retirement and the Council joined him in expressing appreciation for his 25 years of service.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll and Dryden							
Nays: 0							
Absent: 1 - Naylor							

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

Text of Legislative File 2013-0563

Title

Adopt an order to approve the sale of personal service weapons to retiring Police Officer Sergeant Richard Hoerner in the amount of One Hundred Dollars (\$100.00), pursuant to Mississippi Code Ann. 45-9-131.

Summary

Hoerner-sale of personal service weapon

Budget Information

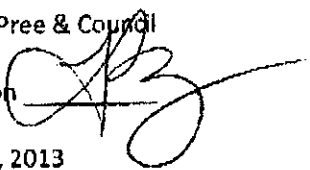
Expenditure Type

Purchasing Item

Publication Information

**THE CITY OF HATTIESBURG***One of America's Great Small Cities!***Frazier Bolton, Chief of Police**

To: Mayor DuPree & Council

From: Chief Bolton 

Date: August 29, 2013

Re: Purchase of Service Weapon

Sergeant Richard Hoerner is retiring from the Hattiesburg Police Department effective August 30, 2013. I am requesting that the Hattiesburg Police Department Benefit Fund is allowed to purchase his service weapon per MS Code 45-9-131, which allows a member of any law enforcement agency who retires under any state retirement system to purchase as his personal property one (1) sidearm which was issued to him by the law enforcement agency from which he retired. The governing authorities of the municipality shall determine the amount to be paid for the firearm by the retiring member of the law enforcement agency.

The Training Director was tasked with acquiring a "trade in" value of the weapon to be purchased. The trade in value is considered to be \$200.00-\$250.00. I respectfully request the purchase amount for the weapon to be \$100.00 for the Hattiesburg Police Department Benefit Fund. The following is a description of the weapon to be purchased:

Sergeant Richard Hoerner Glock 22, .40 caliber, serial number MUY481, City ID 17223

Thank you for your attention to this matter. If there is additional information that is needed, please let me know.

(601) 544-7900

POLICE DEPARTMENT

FAX (601) 545-4952

#1 GOVERNMENT PLAZA • HATTIESBURG, MS 39401

CRIME STOPPERS

(601) 582-STOP (582-7867)

CELLULAR ★ C.S.



City of Hattiesburg, MS

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

Master

File Number: 2013-0553

File ID: 2013-0553

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/27/2013

Brief Title: Public Hearing on 2014 Action Plan

Final Action:

Minute Book Number: MB2013-270

Title:

Set a Public Hearing at 5:30 p.m. on Monday, September 23, 2013 in the City Council Chamber of City Hall at 200 Forrest Street and a subsequent Public Comment Period ending on October 7, 2013 for the purpose of receiving public input for the creation of the 2014 CDBG/HOME Annual Action Plan, and authorize and approve publication of the same. {Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: NOTICE OF PUBLIC HEARING 2014 Action Plan,
executed NOTICE OF PUBLIC HEARING 2014
Action Plan

Enactment Number:

Contact:

Meeting Date: 09/03/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/03/2013					

Text of Legislative File 2013-0553

Title

Set a Public Hearing at 5:30 p.m. on Monday, September 23, 2013 in the City Council Chamber of City Hall at 200 Forrest Street and a subsequent Public Comment Period ending on October 7, 2013 for the purpose of receiving public input for the creation of the 2014 CDBG/HOME Annual Action Plan, and authorize and approve publication of the same. {Entitlement}

Summary

Public Hearing on 2014 Action Plan

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Hattiesburg American: September 6 and September 13, 2013

NOTICE OF PUBLIC HEARING FOR THE 2014 ACTION PLAN
FOR HOUSING AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG & HOME)
PROGRAMS AND APPLICABLE INFORMATION
ATTENTION: ALL HATTIESBURG, MISSISSIPPI RESIDENTS

The City of Hattiesburg, Mississippi anticipates receipt of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program funds from the U.S. Department of Housing and Urban Development in January 2014 or soon thereafter. These funds are estimated to total approximately \$775,000. The funds will be used to meet the primary objectives of the Housing and Urban Development Act of 1974, as amended, by providing access to affordable, decent, safe and sanitary housing and a suitable living environment and expanding economic opportunities for persons, of low and moderate-income.

A Public Hearing is scheduled for September 23, 2013 at 5:30 p.m. in the City Council Chamber of City Hall at 200 Forrest Street for the purpose of receiving comments on the creation of the 2014 Action Plan. Public Comments on the topic will be taken between September 6, 2013 and October 7, 2013.

The City expects to receive a CDBG entitlement grant of approximately \$525,000. The City proposes to budget these funds for the following activities: CDBG Administration (\$105,000); Public Services (\$60,000); Demolition of Substandard Structures (\$50,000); Public Facility Improvement (\$100,000); and Housing Repair or Rehabilitation (\$210,000).

The City expects to receive a HOME entitlement grant of approximately \$250,000. The City proposes to budget these funds for the following activities: HOME Administration (\$25,000); Community Housing Development Organization Set-aside (\$37,500); and Housing Rehabilitation (\$187,500).

The City will consider any comments or views of citizens, agencies or units of local government received in writing and orally at the Public Hearing scheduled for September 23, 2013. Written comments will additionally be accepted in the Department of Federal & State Programs through October 7, 2013. A summary of any comments or reviews accepted will be attached to the final action plan.

Comments related to this NOTICE may be sent to or delivered to City Hall, First Floor, Community Development/Department of Federal and State Programs, 200 Forrest Street, Hattiesburg, MS 39401.

If you have any questions regarding this information, please contact the Department at (601) 554-1006.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor

PUBLISH Twice in the Non-Legal Section: Friday, September 6, 2013; Friday September 13, 2013

NOTICE OF PUBLIC HEARING FOR THE 2014 ACTION PLAN
FOR HOUSING AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG & HOME)
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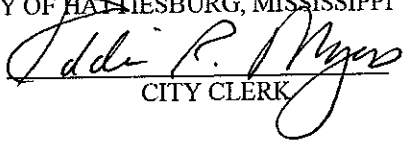
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If you have any questions regarding this information, please contact the Department at (601) 554-1006.

CITY OF HATTIESBURG, MISSISSIPPI

BY:


CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor

PUBLISH Twice in the Non-Legal Section: Friday, September 6, 2013; Friday September 13, 2013



City of Hattiesburg, MS

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

Master

File Number: 2013-0544

File ID: 2013-0544

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/27/2013

Brief Title: Acknowledge receipt of the two bid purchase docket for the period of July 30, 2013 through August 26, 2013

Final Action:

Minute Book Number: MB2013-270

Title:

Acknowledge receipt of the two bid purchase docket for the period of July 30, 2013 through August 26, 2013 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972

Notes:

Sponsors:

Enactment Date:

Attachments: 09-03-Two Quote Docket

Enactment Number:

Contact:

Meeting Date: 09/03/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/03/2013					

Text of Legislative File 2013-0544

Title

Acknowledge receipt of the two bid purchase docket for the period of July 30, 2013 through August 26, 2013 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972

Summary

Acknowledge receipt of the two bid purchase docket for the period of July 30, 2013 through August 26, 2013



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Dave J. Ware, II

Council - Ward 5

Henry Naylor

MEMORANDUM

TO: Mayor and Council

FROM: Michael Pope, Purchasing Department

DATE: August 27, 2013

SUBJECT: Unadvertised Bid Docket Acknowledgment

Attached is the purchase docket for the period of July 30, 2013, through August 26, 2013 covering purchases requiring the obtaining of a minimum of two bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review and acknowledgment on the minutes of the City Council. Should there be any questions, please do not hesitate to contact my office.

MAP

CITY OF HATTIESBURG UNADVERTISED BID PURCHASES
JULY 30, 2013 - AUGUST 26, 2013Page - 1
Date 8/27/13

SUCCESSFUL BID/ OTHER BID	BID RECEIVED	BID AWARDED	BID AMOUNT	PURCHASE ORDER	ITEM DESCRIPTION
GIL MFG INC ELITE MOSQUITO CONTROL(SEE #94873)	07/31/13 07/31/13	07/31/13 07/31/13	17,749.50 17,925.00	135383	INSECTICIDE FOR MOSQUITO CONTROL THROUGHOUT
SPECIALTY SERVICES LLC ODONNELL CONSTRUCTION INC	08/01/13 08/01/13	08/01/13 08/01/13	39,500.00 42,842.00	135437	JACKIE DOLE AUDITORIUM-INTERIOR RENOVATION
SOUTHERN TRACTOR (H'BURG) WATTS BROTHERS TRACTOR CO MAULDIN COMPANY	08/05/13 08/05/13 08/05/13	08/05/13 08/05/13 08/05/13	19,720.48 19,995.00 20,289.00	135494	TRACTOR & MOWER FOR LAKEVIEW & ACADEMY TRAI
MCCAIN UNIFORMS AZAR'S UNIFORMS	08/14/13 08/14/13	08/14/13 08/14/13	3,016.55 4,120.00	135819	FIRE CHIEF & INSPECTOR UNIFORMS
FLEET SAFETY EQUIPMENT INC SQUAD-FITTERS	08/20/13 08/20/13	08/20/13 08/20/13	21,599.88 32,245.20	135929	MOTORCYCLE BOXES FOR NEW 2013 HARLEY DAVIDS
JEFcoat RECREATION AND CONSTRUCTION LITTLE TIKES COMMERCIAL PLAY SYSTEMS	08/20/13 08/20/13	08/20/13 08/20/13	18,400.00 25,992.00	135930	KAMPER/DAHMER/JC/EASTSIDE/MCCARTY--PLAYGROUN
GILKEY ELECTRIC SUPPLY CO INC SOUTHERN INDUSTRIAL SUPPLY	08/23/13 08/23/13	08/23/13 08/23/13	5,816.40 6,780.00	136024	SOUTH LAGOON AERATOR PARTS #6/4 WIRE

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page 1
Date 07/31/13
PO No. 135383
Req No. 1972

VENDOR MAILING:
GIL MFG INC
PO BOX 242725
MONTGOMERY AL 36124-2725

PERKINS, SANDE NOEL
MINUTE BOOK # PENDING
VENDOR # 00083708

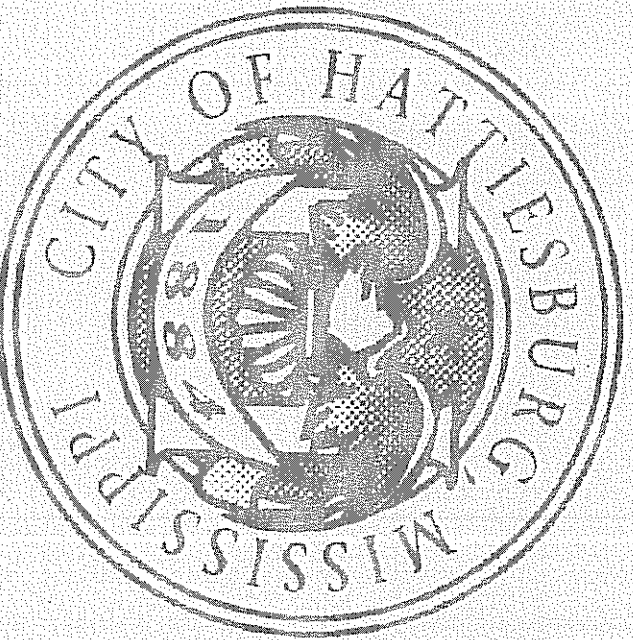
SHIP TO :
CITY OF HATTIESBURG
PUBLIC WORKS DEPT
1202 JAMES STREET
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: INSECTICIDE FOR MOSQUITO CONTROL THROUGHOUT THE CITY

SEND METHOD 1 (334)2848320

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001250.5130	INSECTICIDE ENVION 30% WATER BASED INSECTICIDE(30 GAL DRUMS)	5.00	EA	3,549.9000	17,749.50



TOTAL CONTRACT AMOUNT NOT TO EXCEED

17,749.50

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

EDDIE R. MYERS
CITY CLERK

Jul30 13 11:04a Ken
JUL-30-2013(TUE) 08:01

3342848320

p.1

P.003/003

43530

GIL MFG. INC.
PO BOX 242725
MONTGOMERY AL 36124-2725

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Page No. 7/30/13
Date 1572 00
Order Number

PRINTED NAME Kenneth A. Feun

Phone Number 601 6469512

SIGNATURE Kenneth A. Feun DATE 7-30-13

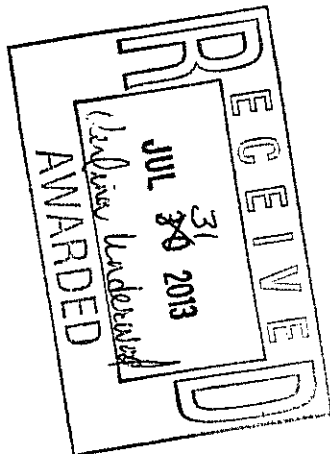
Shipping terms are F.O.B. destination. freight prepaid

PROJECT LINE: INSECTICIDE FOR MOSQUITO CONTROL THROUGHOUT THE CITY

ITEM DESCRIPTION	Request Date	QTY	UN	Unit Price	Extended Cost	Delivery Date	Expired Date
INSECTICIDE EMULSION 30% WATER BASED INSECTICIDE(30 GAL DRUMS)	07/17/13	5.00	EA	4118.33/gal	20691.65	30 DAYS	08-20-13
				3549.92			

TOTAL BID PRICE 117495.48

17,749.50



Handwritten signature/initials

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 7/30/13
Order Number . . . 1972 00

ELITE MOSQUITO CONTROL
7095 JACKS CROSS RD STE 1
OLIVE BRANCH MS 38654-428

Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME

Elite Mosquito Control

SIGNATURE

[Signature]

DATE 7/30/13

Shipping terms are F.O.B. destination, freight prepaid

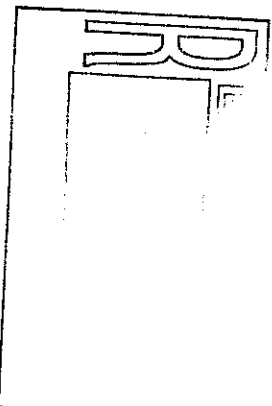
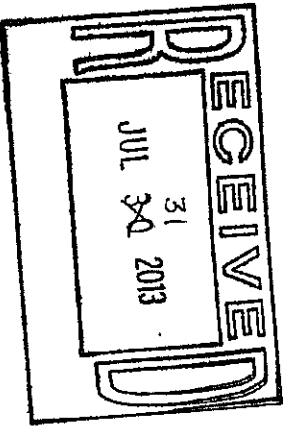
PROJECT LINE: INSECTICIDE FOR MOSQUITO CONTROL THROUGHOUT THE CITY

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
INSECTICIDE (ENVION 30% WATER BASED INSECTICIDE(30 GAL DRUMS)	07/17/13	5.00	EA	3585.00	17925.00	7/31/13	12/31/13

TOTAL BID PRICE

17925.00

My Product is - Envion -



BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page 1
Date 08/01/13
PO No. 135437
Req No. 1974

VENDOR MAILING:
SPECIALTY SERVICES LLC
PO BOX 15925
HATTIESBURG MS 39404-5925

JONES, ANN
MINUTE BOOK # pending
VENDOR # 00081592
(601) 5454661

SHIP TO :
CITY OF HATTIESBURG
JACKIE DOLE SHERRILL COMM. CTR.
220 W FRONT STREET - 1ST FLOOR
HATTIESBURG MS 39401

PROJECT LINE: JACKIE DOLE AUDITORIUM-INTERIOR RENOVATION

PROCESSING CODE:

SEND METHOD 0 ()

Account #

Description

QTY

UM

UNIT COST

TOTAL COST

077650.7150.19

VENDOR SHALL SUPPLY
Material, Labor, and Equipment to Install Wainscoting and
Trim Work at Jackie Dole Sherrill Community Center
Auditorium as per specifications

1.00

EA

39,500.0000

39,500.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED

39,500.00

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

EDDIE R. MYERS
CITY CLERK

Jackie Dole Sherrill Community Center Auditorium
Wainscoting and Decorative Trim Specifications

Scope of Work:

Vendor shall provide material, labor and equipment to install decorative wainscoting, chair-rail, crown moulding, window trim, door trim, rework stage doors, build wood louver A/C returns, install (2) stair case handrails with spiral accent , remove existing hanger pipe and repair drywall, paint all walls, paint all wainscoting, paint all trim, install (3) new lever handles on closet doors, paint existing ceiling tile grid, and replace all existing ceiling tile with new revealed edge decorative ceiling tile.

Specifications:

Existing Hardwood Floor-Vendor shall cover the entire area of Oak Hardwood Flooring with corrugated cardboard for protection during project. Damages to existing floor shall be the responsibility of the contractor for repair.

Wainscoting-Vendor shall supply material, labor and equipment to install wainscoting and chair-rail around perimeter of auditorium as per example. Vendor shall coordinate for approval specific moulding selections with the City of Hattiesburg Parks and Recreation Department. Vendor shall caulk, prime, and paint all wainscoting, baseboard, shoemoulding, chair-rail and trim in colors to be coordinated with the City of Hattiesburg Parks and Recreation Department.

Crown Moulding-Vendor shall supply material, labor and equipment to install crown moulding around perimeter of auditorium ceiling as done at C.E. Roy Community Center. Vendor shall coordinate for approval specific moulding selections with the City of Hattiesburg Parks and Recreation Department. Vendor shall caulk, prime, and paint all crown moulding.

Pilasters-Vendor shall supply material, labor and equipment to install fluted wood board and capital over existing pilasters. Fluted wood shall be above wainscoting. Vendor shall caulk, prime, and paint all fluted board in colors to be coordinated with the City of Hattiesburg Parks and Recreation Department.

Windows-Vendor shall supply material, labor and equipment to install decorative trim around all windows in auditorium. Vendor shall coordinate for approval specific moulding selections with the City of Hattiesburg Parks and Recreation Department. Vendor shall paint with appropriate coating for permanent attachment all exposed interior window frames in color to be coordinated with the City of Hattiesburg Parks and Recreation Department.

Doorways-Vendor shall supply material, labor and equipment to install decorative trim around all doorways in auditorium. Vendor shall coordinate for approval specific moulding selections with the City of Hattiesburg Parks and Recreation Department.

Stage Front Doors-Vendor shall rework all stage doors to include beauty moulding, concealed hinges and new hardware. All hardware selections shall be coordinated for approval with the City of Hattiesburg Parks and Recreation Department.

Stage Front HVAC Return Grills-Vendor shall remove existing HVAC Return Grills. Vendor shall supply material, labor, and equipment to construct decorative wooden louver returns. Louvers shall be stained to match existing auditorium doors.

Stage Staircase Handrails-Vendor shall supply material, labor, and equipment to build staircase handrails on each side of the stage as per example. Vendor shall coordinate for approval specific moulding and/or iron selections with the City of Hattiesburg Parks and Recreation Department. Vendor shall caulk, prime, stain, and/or paint in colors to be coordinated with the City of Hattiesburg Parks and Recreation Department.

Stage Hanger Pipe-Vendor shall remove and dispose of existing stage front hanger pipe, flanges, and down wires. Vendor shall repair drywall where flanges were attached.

Auditorium Back Wall Build-outs-Vendor shall supply material, labor, and equipment to produce symmetrical build-outs along the back wall of the auditorium to create symmetry with existing build-outs. Vendor shall caulk, prime, and paint all build-outs in colors to be coordinated with the City of Hattiesburg Parks and Recreation Department.

Auditorium Door Lever Handles-Vendor shall supply new lever type door locks to all doors that do not have them existing. Finishes and styles shall matching existing.

Ceiling Tile and Frame-Vendor shall supply material, labor, and equipment to remove and dispose of all existing ceiling. Vendor shall paint all existing ceiling tile frame with appropriate coating for permanent attachment. Vendor shall provide and install new 2x2 decorative revealed edge ceiling tile. Vendor shall coordinate for approval specific ceiling tile selections with the City of Hattiesburg Parks and Recreation Department.

Project Period-Vendor shall begin project on September 3, 2013, and must complete project prior to October 4, 2013.

Project Warranty- Vendor shall provide one year warranty on all workmanship.

Project Cleanup- Vendor shall clean the project area completely at conclusion of project.

Vendor must visit the site prior to bidding and review site conditions and to receive examples noted in specifications.

43530

CITY OF HATTIESBURG
 QUOTE REQUEST RESPONSE FORM

SPECIALTY SERVICES LLC
 PO BOX 15925
 HATTIESBURG MS 39404-5925

Mail To

CITY OF HATTIESBURG
 PURCHASING DIVISION
 220 W. FRONT ST. 2ND FLOOR
 PO BOX 1898
 HATTIESBURG MS 39401

Page No. 7/24/13
 Date 1574 00
 Order Number

PRINTED NAME Terry Little

Phone Number . . 601 554512

1544 545-6661

SIGNATURE [Signature] DATE 7/31/13

Shipping terms are F.O.B. destination, freight prepaid

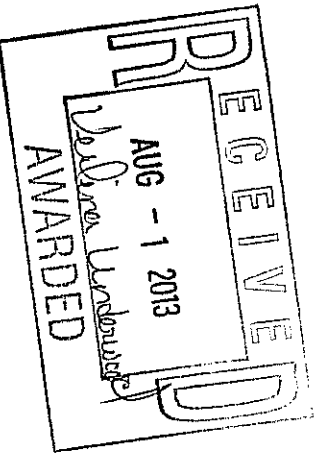
PROJECT LINE: JACKIE MOLE AUDITORIUM- INTERIOR RENOVATION

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
VENDOR SHALL SUPPLY Material, Labor, and Equipment to install Weinscotting and Acousticum as per specifications	07/19/13	1.00	EA	39,500-	39,500-	14 days - 30 days	

TOTAL BID PRICE \$39,500-

Thirty nine Thousand five Hundred dollars

[Signature]
 8-1-13



PAT O'DONNELL CONSTRUCTION
 4510 HIGHWAY 29
 RICHTON MS 39476-9553

Mail To. CITY OF HATTIESBURG
 PURCHASING DIVISION
 220 W FRONT ST. 2ND FLOOR
 PO BOX 1898
 HATTIESBURG MS 39401

PRINTED NAME PAT O'Donnell Construction

Phone Number . . . 601 5454512

SIGNATURE PAT O'Donnell DATE 7-31-2013

Shipping terms are F.O.B. destination, freight prepaid

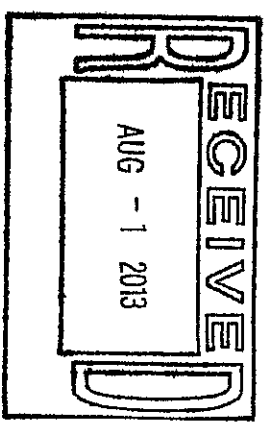
PROJECT LINE: JACKIE DOLE AUDITORIUM-INTERIOR RENOVATION

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
VENDOR SHALL SUPPLY Material, Labor, and Equipment to Install Wainscoting and Trim Work at Jackie Dole Sherrill Community Center Auditorium as per specifications	07/19/13	1.00	EA				

TOTAL BID PRICE \$42,842.00

Forty-Two Thousand Eight Hundred Forty-Two Dollars

*P.O.
7-31-2013*



BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page 1
Date 08/05/13
PO No. 135494
Req No. 1973

VENDOR MAILING:
SOUTHERN TRACTOR
1002 BOULE ST
PO BOX 1668
HATTIESBURG MS 39403-1668

PICKERING, ROBERT V
MINUTE BOOK # PENDING
VENDOR # 90076371

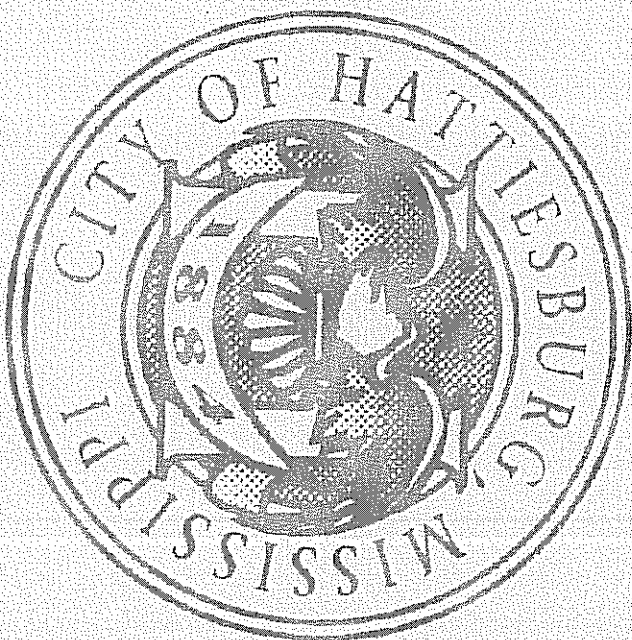
SHIP TO :
CITY OF HATTIESBURG
POLICE/FIRE TRAINING ACADEMY
53 ACADEMY DR
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: TRACTOR & MOWER FOR LAKEVIEW & ACADEMY TRAINING GROUNDS

SEND METHOD 1 (601)5829531

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001131.5460	TRACTOR COMBO 38 HP 4WD FRONT END LOADER WITH 5' ROTARY MOWER AND 5' BOX BLADE	1.00	EA	19,720.4800	19,720.48



TOTAL CONTRACT AMOUNT NOT TO EXCEED

19,720.48

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

EDDIE R. MYERS
CITY CLERK

AUG-01-2013(THU) 07:11

P.002/009

JUL-24-2013(WED) 08:01

P.003/003

43530

SOUTHERN TRACTOR
1602 ROUTE 51
PO BOX 1688
HATTIESBURG MS 39403-1688

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Mail To: . . . CITY OF HATTIESBURG
PURCHASING DIVISION
120 S FRONT ST 2ND FLOOR
PO BOX 1688
HATTIESBURG MS 39401

Page No. . . . 7/24/13
Date . . . 10/23/09
Order Number . . .

PRINTED NAME

Phone Number . . 601 5435812

SIGNATURE

DATE

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: TRACTOR & MOWER FOR LAWYERS & ACADEMY TRAINING GROUPS

TRACTOR OWNED
38 HP 4WD FRONT END LAUNDER WITH 5" ROTARY MOWER AND 5" BOX
BLADE
ACADEMY CONTACTS: ROBERT PICKERING OR BRIAN MORSE

ITEM DESCRIPTION

Request Date

QTY

UN

Unit Price

Extended Cost

Delivery Date

Expire Date

07/19/13

1.00

EA

19720.48

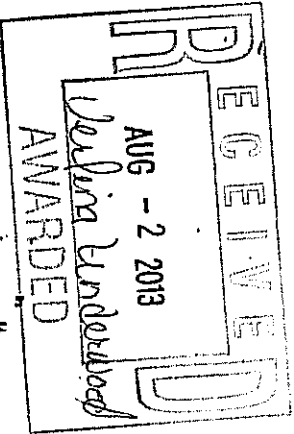
19720.48

15 days

8-30-15

TOTAL BID PRICE \$19,720.48

Delivered Price.



JOHN DEERE

Joe W. Larimore
General Sales

SOUTHERN TRACTOR, INC.
Hattiesburg, MS
Office 601-544-6461 Cell 601-296-0055
Fax 601-544-6531
www.southerntractor.com
jlarimore@deallhennepin.com

4353D

*Attn: Libert
 Pickens*

WATTS BROTHERS TRACTOR CO
 2051 HIGHWAY 49
 HATTESBURG MS 39403-6815

CITY OF HATTESBURG
 QUOTE REQUEST RESPONSE FORM

Mail To

Page No. 7/24/13
 Date 1573 03
 Order Number
 CITY OF HATTESBURG
 PROCESSING DIVISION
 200 N. FRONT ST. 2ND FLOOR
 PO BOX 1886
 HATTESBURG MS 39403

Phone Number 601 6454513

Shipment terms are F.O.B. destination, freight prepaid

PRINTED NAME Michael Barnes
 SIGNATURE *Michael Barnes* DATE 7/26/13

PROJECT LINE: TRACTOR & IMPLEMENT FOR LAKEVIEW & ACADEMY TRAINING GROUNDS

ITEM DESCRIPTION	Request Date	QTY	UN	Unit Price	Extended Cost	Delivery Date	Revised Date
TRACTOR 38HP 4WD FRONT END LOADER WITH 5' ROTARY MOWER AND 5' BOX BLADE ACADEMY CONTACTS: ROBERT PICKERING OR BRIAN ROOSE	07/19/13	1.00	EA	19,995.00	19,995.00	8/30/13	10/30/13

38HP tractor w/ loader implements
 4wd

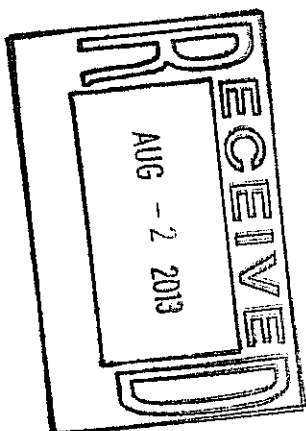
TOTAL BID PRICE 19,995.00

18,450⁰⁰ Tractor w/ loader
 38HP 4wd

995 5' Rotary Cutter

550 5' Box Blade

Total 19,995⁰⁰



JUL-24-2013(WED) 07:59

P. 003/003

MAULDIN COMPANY
7355 US HIGHWAY 49
HATTIESBURG MS 39402-9129

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 7/24/13
Order Number : : : 1973 00

Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Richard N. Mauldin

Phone Number . . 601 5454512

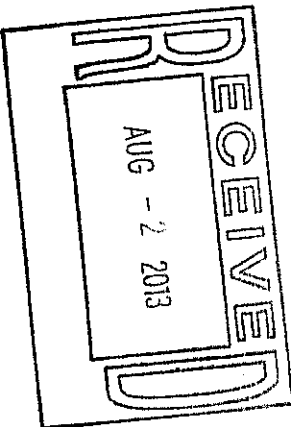
SIGNATURE Richard N. Mauldin DATE 7/30/13

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: TRACTOR & MOWER FOR LAKEVIEW & ACADEMY TRAINING GROUNDS

ITEM DESCRIPTION	Request Date	QTY	Unit Price	Extended Cost	Delivery Date	Expired Date
TRACTOR COMBO 38 HP 4WD FRONT END LOADER WITH 5' ROTARY MOWER AND 5' BOX BLADE ACADEMY CONTACTS: ROBERT PICKERING OR BRIAN MORSE	07/19/13	1.00	EA \$20,289.00	\$20,289.00	10 days	7/15/13

TOTAL BID PRICE \$20,289.00



CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432
POINT OF CONTACT:

Page 1
Date 08/14/13
PO No. 135819
Req No. 1975

VENDOR MAILING:
MCCAIN UNIFORMS
320 BEACON PKWY W
BIRMINGHAM AL 35209-3104

DANIEL S. ROBERT
MINUTE BOOK # PENDING
VENDOR # 90061755
(601) 5823311

SHIP TO :
FIRE ADMINISTRATION & PREVENTION
622 CORINNE ST
HATTIESBURG MS 39401

PROJECT LINE: FIRE CHIEF & INSPECTOR UNIFORMS

PROCESSING CODE:

SEND METHOD 1 (205)9429229

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001160.5350	FECHHEIMER 3900 TROUSERS, DARK NAVY WITH 3/8" GOLD FLUTED PIPING SEWN INTO THE WAISTBAND, T-SHIRTS WILL BE BOXED IN BULK. SHOES AND BOOTS WILL BE BOXED IN BULK AND LABELED BY NAME. ALL OTHER ITEMS WILL BE INDIVIDUALLY BAGGED AND LABELED WITH THE PERSON'S NAME	12.00	EA	37.0000	444.00
001160.5350	5.11TACTICAL PERFORMANCE POLO, 71049 SHORT SLEEVE, WHITE WITH NAME AND RANK EMBROIDERY, SIZES: S-XL	14.00	EA	41.5000	581.00
001160.5350	5.11TACTICAL PERFORMANCE POLO, 71049 SHORT SLEEVE, WHITE WITH NAME AND DEPARTMENT EMBROIDERY ONLY, SIZES: 2XL-3XL	2.00	EA	42.5000	85.00
001160.5350	DRESS SHIRT, SHORT SLEEVE SOUTHEASTERN-3200 SERIES, LIGHT BLUE, SIZES: 14-17.5, DEPARTMENT PATCH SEWN ON LEFT SLEEVE	6.00	EA	30.0000	180.00
001160.5350	DRESS SHIRT, SHORT SLEEVE SOUTHEASTERN 3200 SERIES, LIGHT BLUE, SIZES: 18-19, DEPARTMENT PATCH SEWN ON LEFT SLEEVE	4.00	EA	30.0000	120.00
001160.5350	DRESS SHIRT, SHORT SLEEVE SOUTHEASTERN 3200 SERIES, LIGHT BLUE, SIZES: 19.5-20, DEPARTMENT PATCH SEWN ON LEFT SLEEVE	4.00	EA	30.0000	120.00
001160.5350	FECHHEIMER 3900 TROUSERS, DARK NAVY WITH 3/8" RED FLUTED PIPING SEWN INTO THE WAISTBAND	10.00	EA	37.0000	370.00
001160.5350	SHIRTS, T-GILDAN 8000, DARK NAVY WITH DEPARTMENT SCREEN PRINTING ON FRONT AND BACK, SIZES: S-XL	8.00	EA	16.5000	132.00
001160.5350	SHIRTS, T-GILDAN 8000, DARK NAVY WITH DEPARTMENT SCREEN PRINTING ON FRONT AND BACK, SIZES: 2XL-3XL	8.00	EA	19.0000	152.00
001160.5350	SHIRTS, T-GILDAN 8000, WHITE WITH NO SCREEN PRINTING	18.00	EA	3.0000	54.00
001160.5350	BELT, DUTY MAN	9.00	EA	22.0000	198.00

CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 2
Date 08/14/13

POINT OF CONTACT:

PO No. 135819
Req No. 1975

VENDOR MAILING:
MCCAIN UNIFORMS
320 BEACON PKWY W
BIRMINGHAM AL 35209-3104

DANIELS, ROBERT
VENDOR # 90061755

(601) 5823311

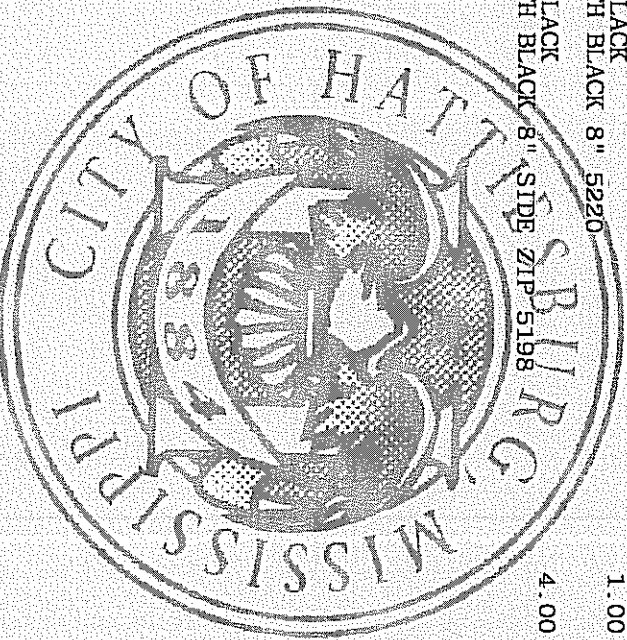
SHIP TO :
FIRE ADMINISTRATION & PREVENTION
622 CORINNE ST
HATTIESBURG MS 39401

PROJECT LINE: FIRE CHIEF & INSPECTOR UNIFORMS

PROCESSING CODE:

SEND METHOD 1 (205)9429229

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001160.5350	1311, BLACK SHOES, BLACK MAGNUM DUTY LITE GLOSS 5098	1.00	EA	62.0000	62.00
001160.5350	BOOTS, BLACK MAGNUM MIDNITE PLUS 6" 5248	1.00	EA	81.7000	81.70
001160.5350	BOOTS, BLACK MAGNUM STEALTH BLACK 8" 5220	1.00	EA	84.8500	84.85
001160.5350	BOOTS, BLACK MAGNUM STEALTH BLACK 8" SIDE ZIP 5198	4.00	EA	88.0000	352.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED

3,016.55

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

EDDIE R. MYERS
CITY CLERK

AUG-8-2013 14:18 FROM:MCCAIN UNIFORMS

2059429229

TO:16015456661

P.2/3

43530

MCCAIN UNIFORMS
320 SPACEN PARK W
BIRMINGHAM AL 35209-3104CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Unit To

CITY OF HATTIESBURG
PUBLIC SAFETY DIVISION
220 S FRONT ST 2ND FLOOR
PO BOX 1050
HATTIESBURG MS 39401Page No. 7/24/13
Date 1076 04
Order Number

Phone Number . . 601 548-6512

PRINTED NAME Brenda B BennettSIGNATURE Brenda B Bennett DATE 8-8-13

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: FIRE CHIEF & INSPECTOR UNIFORMS

ITEM DESCRIPTION	Request Date	QTY	UN	Unit Price	Extended Cost	Delivery Date	Expired Date
5.11 TACTICAL PERFORMANCE FLEECE, 71049 SHORT SLEEVE, WHITE FIRM NAME AND BLACK BRAND IDENTIFY, SIZES: S-XL	07/22/13	14.00	EA	41.50	581.00	1-3 WKS	8-8-14
5.11 TACTICAL PERFORMANCE FLEECE, 71049 SHORT SLEEVE, WHITE FIRM NAME AND BLACK BRAND IDENTIFY, SIZES: S-XL	07/22/13	2.00	EA	42.50	85.00	1-3 WKS	8-8-14
DRESS SHIRT, SHORT SLEEVE, SOUTHEASTERN 3200 SERIES, LIGHT BLUE, SIZES: 14-17.5	07/22/13	6.00	EA	30.00	180.00	1-3 WKS	8-8-14
DRESS SHIRT, SHORT SLEEVE, SOUTHEASTERN 3200 SERIES, LIGHT BLUE, SIZES: 18	07/22/13	4.00	EA	30.00	120.00	1-3 WKS	8-8-14
DRESS SHIRT, SHORT SLEEVE, SOUTHEASTERN 3200 SERIES, LIGHT BLUE, SIZES: 19.5-20, DEPARTMENT PATCH SEWN ON LEFT SLEEVE	07/22/13	4.00	EA	30.00	120.00	1-3 WKS	8-8-14

Lowest & Best
Brenda B Bennett

AUG-8-2013 14:18 FROM:MCCAIN UNIFORMS
HUB-00-CU131(NU) 01100

2059429229

TO:16015456661

P.3/3
R.004/004

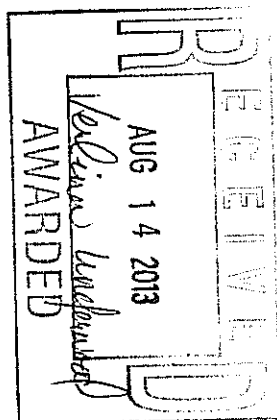
43350

PROJECT LINE: FIRE CHIEF & INSPECTOR UNIFORMS

CITY OF HARTFORD
QUOTE REQUEST RESPONSE FORMPage No. 7/24/13
Data 18:00 DA
Order Number

ITEM DESCRIPTION	Request Date	QTY	UN	Unit Price	Extended Cost	Delivery Date	Expired Date
FECHER 3900 TROUSERS DARK NAVY WHITE 3/8" RED FLUTED PIPING SEWN INTO THE WAISTBAND	07/22/13	10.00	EA	37.00	370.00	1-3 WKS	8-8-14
SHIRTS, T-GILDAN WIND, DARK NAVY WITH DEPARTMENT SCREEN PRINTING ON FRONT AND BACK, SIZES: S-XL	07/22/13	8.00	EA	14.50	132.00	1-3 WKS	8-8-14
SHIRTS, T-GILDAN WIND, DARK NAVY WITH DEPARTMENT SCREEN PRINTING ON FRONT AND BACK, SIZES: 2XL-3XL	07/22/13	8.00	EA	19.00	152.00	1-3 WKS	8-8-14
SHIRTS, T-GILDAN WIND, WHITE WITH NO SCREEN PRINTING	07/22/13	18.00	EA	3.00	54.00	1-3 WKS	8-8-14
BELT, DUTY HAN 1311, BLACK	07/22/13	9.00	EA	22.00	198.00	1-3 WKS	8-8-14
SHIRTS, BLACK WINDON DUTY LITE CROSS SCOR	07/22/13	1.00	EA	62.00	62.00	1-3 WKS	8-8-14
BOOTS, BLACK WINDON WINDITE PLUS 8" 6248	07/22/13	1.00	EA	81.70	81.70	1-3 WKS	8-8-14
BOOTS, BLACK WINDON STEALTH BLACK 8" 6220	07/22/13	1.00	EA	84.85	84.85	1-3 WKS	8-8-14
BOOTS, BLACK WINDON STEALTH BLACK 8" SIDE ZIP 5198	07/22/13	4.00	EA	88.00	352.00	1-3 WKS	8-8-14

TOTAL BID PRICE 3016.55



43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 7/24/13
Date 1975 00
Order Number

AZAR'S UNIFORMS
5767 CARLISLE ROAD
MONTGOMERY AL 36117

Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . . 601 5454512

PRINTED NAME Mark Azar
SIGNATURE Mark Azar DATE 8-8-13

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: FIRE CHIEF & INSPECTOR UNIFORMS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
JECKHEIMER 3900 TROUSERS DARK NAVY WITH 3/8" GOLD FLUTED PIPING SEWN INTO THE WAISTBAND, T-SHIRTS WILL BE BOXED IN BULK. SHOES AND BOOTS WILL BE INDIVIDUALLY BAGGED AND LABELED BY NAME, ALL OTHER ITEMS WILL BE INDIVIDUALLY BAGGED AND LABELED WITH THE PERSON'S NAME	07/22/13	12.00	EA	42.00	504.00	9-1-13	12-1-13
5. ITTACTICAL PERFORMANCE POLO, 71049 SHORT SLEEVE, WHITE WITH NAME AND RANK EMBROIDERY, SIZES: S-XL	07/22/13	14.00	EA	49.00	686.00	9-25-13	12-1-13
5. ITTACTICAL PERFORMANCE POLO, 71049 SHORT SLEEVE, WHITE WITH NAME AND DEPARTMENT EMBROIDERY ONLY, SIZES: 2XL-3XL	07/22/13	2.00	EA	53.00	106.00	9-25-10	12-1-13
DRESS SHIRT, SHORT SLEEVE SOUTHEASTERN 3200 SERIES, LIGHT BLUE, SIZES: 14-17.5, DEPARTMENT PATCH SEWN ON LEFT SLEEVE	07/22/13	6.00	EA	39.00	234.00	9-10-13	12-1-13
DRESS SHIRT, SHORT SLEEVE SOUTHEASTERN 3200 SERIES, LIGHT BLUE, SIZES: 18-19, DEPARTMENT PATCH SEWN ON LEFT SLEEVE	07/22/13	4.00	EA	44.00	176.00	9-1-13	12-1-13
DRESS SHIRT, SHORT SLEEVE SOUTHEASTERN 3200 SERIES, LIGHT BLUE, SIZES: 19.5-20, DEPARTMENT PATCH SEWN ON LEFT SLEEVE	07/22/13	4.00	EA	52.00	208.00	9-1-13	12-1-13

43530

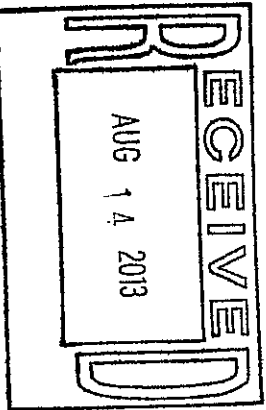
CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 7/24/13
Date 1975 00
Order Number

PROJECT LINE: FIRE CHIEF & INSPECTOR UNIFORMS

ITEM DESCRIPTION	Request Date	QTY	UNIT	Unit Price	Extended Cost	Delivery Date	Expired Date
JECKEINER 3900 TROUSERS DARK NAVY WITH 3/8" RED FLUDED PIPING SEWN INTO THE WAISTBAND	07/22/13	10.00	EA	42.00	420.00	9-12-13	12-1-13
SHIRTS, T-GILDAN 8000, DARK NAVY WITH DEPARTMENT SCREEN PRINTING ON FRONT AND BACK, SIZES: S-XL	07/22/13	8.00	EA	18.00	144.00	9-25-13	12-1-13
SHIRTS, T-GILDAN 8000, DARK NAVY WITH DEPARTMENT SCREEN PRINTING ON FRONT AND BACK, SIZES: 2XL-3XL	07/22/13	8.00	EA	23.00	184.00	9-25-13	12-1-13
SHIRTS, T-GILDAN 8000, WHITE WITH NO SCREEN PRINTING	07/22/13	18.00	EA	9.00	162.00	8-26-13	12-1-13
BELT, DUTY MAN 1311, BLACK	07/22/13	9.00	EA	46.00	414.00	8-10-13	12-1-13
SHOES, BLACK MAGNUM DUTY LITE GLOSS 5098	07/22/13	1.00	EA	102.00	102.00	9-25-13	12-1-13
BOOTS, BLACK MAGNUM MIDNITE PLUS 6" 5248	07/22/13	1.00	EA	120.00	120.00	9-25-13	12-1-13
BOOTS, BLACK MAGNUM STEALTH BLACK 8" 5220	07/22/13	1.00	EA	120.00	120.00	9-25-13	12-1-13
BOOTS, BLACK MAGNUM STEALTH BLACK 8" SIDE ZIP 5198	07/22/13	4.00	EA	135.00	540.00	9-25-13	12-1-13

TOTAL BID PRICE 4120



BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page 1
Date 08/20/13
PO No. 135929
Req No. 1979

VENDOR MAILING:
FLEET SAFETY EQUIPMENT INC
5090 WILFONG RD
MEMPHIS TN 38134-5641

ADAMO, JOHN
MINUTE BOOK # pending
VENDOR # 00061432

(601) 5454506

SHIP TO :
HATTIESBURG POLICE DEPT/NEW SERVICE CTR
721 KATIE AVE
HATTIESBURG MS 39401-

PROJECT LINE: MOTORCYCLE BOXES FOR NEW 2013 HARLEY DAVIDSON MOTORCYCLES

Account #

Description

QTY

UM

UNIT COST

TOTAL COST

001100.7399

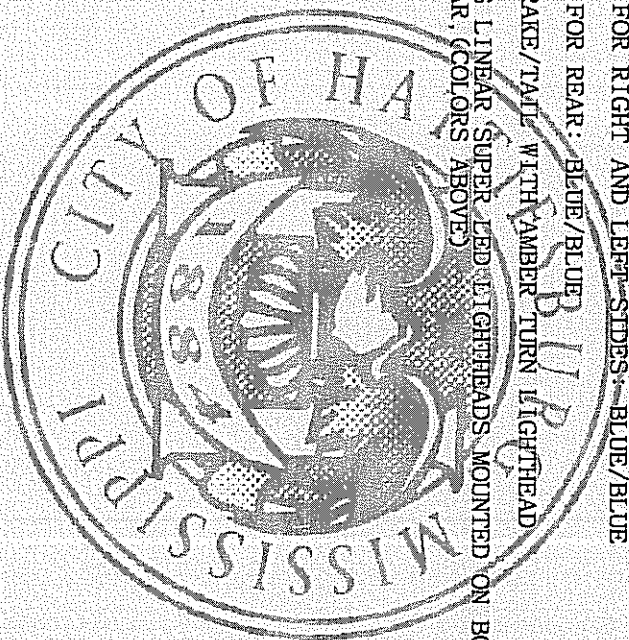
12.00

EA

1,799.9900

21,599.88

MOTORCYCLE BOXES
WHELEN MODEL M4B6B MOTORCYCLE BOX WITH LED LIGHTS OR EQUAL
*(MOULDED TOURING BOX) BOX COLOR: BLACK
TO FIT 2013 HARLEY DAVIDSON POLICE MOTORCYCLES
* REAR OPENING
* LIGHT COLORS FOR RIGHT AND LEFT SIDES: BLUE/BLUE
* LIGHT COLORS FOR REAR: BLUE/BLUE
* STRIP-LITE BRAKE/TALE WITH AMBER TURN LIGHTHEAD
* SIX M4 SERIES LINEAR SUPER LED LIGHTHEADS MOUNTED ON BOTH
SIDES AND REAR. (COLORS ABOVE)



TOTAL CONTRACT AMOUNT NOT TO EXCEED

21,599.88

SUBMIT SEPARATE INVOICES FOR
EACH ORDER PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

EDDIE R. MYERS
CITY CLERK

P 0037003

PLANT SAFETY EQUIPMENT
INDUSTRY WILSON CO
MEMPHIS TN 38117-5541

LEON OF HATFIELD;
WARRIOR; FIRST PRSNOVISE; 404439

Page No. . . . 3402/15
Date 7/79
Order Number 100

WRITE UP BATTLE SITES;
HONOLULU DIVISION;
220 W. FRUIT ST., 2ND FLOOR
PO BOX 4008
HATTIESBURG, MS 39401

Encls To: - - - - -
VITE UP BATTILISBORG
FORTHMAN DIVISION
221 W FRONT ST. 2ND F
TO FOX HUBB
BATTLESHIP US 3840

Phone Number . . ON 5-51512

PRINTED NAME David Lyke
SIGNATURE David Lyke DATE 8/8/2013

Shipping marks are F.O.B. Desjardins.

ADDITIONAL FINANCIAL ADVISORY SERVICES FOR NEW 2017 HURLEY ANDINSON ATTORNEYS, P.C.

RESULTS

ADJECTIVE NAMES

**מחלקת
בטיחות**

Let

Est

Principles

**Excluded
Cuts**

Delivery: Express

—SALT-DEED TOLLING FOR INDIAN COMOR: BL-ACK
IND-IT-2013 PLAKET) INDIAN COMOR: BL-ACK

291.

27

Five

99.74

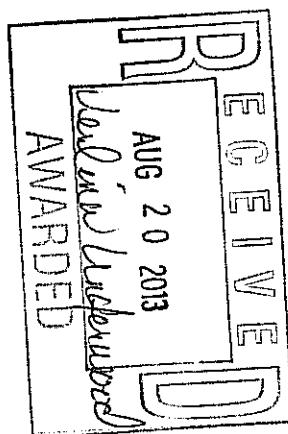
2157

2/26/15 12/31/13

REAR OPENING
LIGHT COLORS FOR RIGHT AND LEFT SIDES: MILK/OLIVE
LIGHT COLORS FOR REAR: MILK/OLIVE
STANDARD: STE BRASS/DAK. WITH AROUND THERM LIGHTWEIGHT
SIX 1/4" SPACES LIVING SUGAR LEO LIGHTWEIGHTS LITMAGED ON NORTH
SIDES AND REAR. (COLORS ABOVE)

CONFIDENTIAL

FINAL BID PRICE: 21577.08



43530

SQUAD-FITTERS
1008 LAWRENCE AVE. #2
URBANA IL 61801-1066

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 N. FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Page No.
Date 8/14/13
Order Number 1979 00

PRINTED NAME Winnona Clark

Phone Number . . 601 5454512

SIGNATURE W. Clark DATE 8/16/13

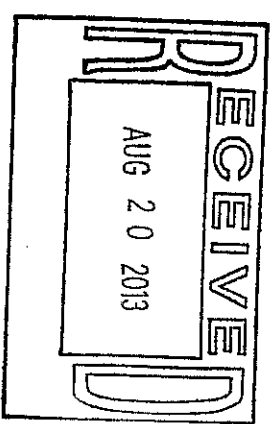
Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: MOTORCYCLE BOXES FOR NEW 2013 HARLEY DAVIDSON MOTORCYCLES

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
MOTORCYCLE BOXES WHEEL MODEL M486B MOTORCYCLE BOX WITH LED LIGHTS OR EQUAL - (MOUNTED TOURING BOX) BOX COLOR: BLACK TO FIT 2013 HARLEY DAVIDSON POLICE MOTORCYCLES	07/31/13	12.00	EA	2687.10	32245.20	3-4 WKS	12/31/13
REAR OPENING							
• LIGHT COLORS FOR RIGHT AND LEFT SIDES: BLUE/BLUE							
• LIGHT COLORS FOR REAR: BLUE/BLUE							
• STRIP-LITE BRAKE/TAIL WITH AMBER TURN LIGHTHEAD							
• SIX M4 SERIES LINEAR SUPER LED LIGHTHEADS MOUNTED ON BOTH SIDES AND REAR. (COLORS ABOVE)							

TOTAL BID PRICE \$32245.20

**SQUAD-FITTERS
HAS MOVED**
1206 N. Cunningham Ave. Ste. B
Urbana, IL 61802
217-367-0003

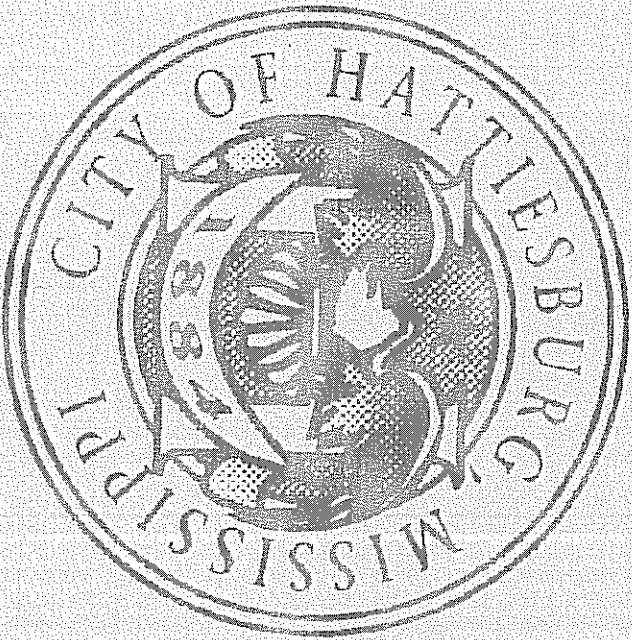


VENDOR MAILING: JONES, ANN (601) 5454661
 JEF COAT RECREATION AND CONSTRUCTION
 4205A HIGHWAY 80 E
 PEARL MS 39208-4210
 MINUTE BOOK # pending
 VENDOR # 90073724
 SHIP TO :
 CITY OF HATTIESBURG
 SEE BELOW FOR DELIVERY

PROCESSING CODE:

PROJECT LINE: KAMPER/DAHMER/JC/EASTSIDE/MCCARTY-PLAYGROUND REPAIRS

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
002300.7295.99	VENDOR SHALL Provide Material, Labor, and Equipment to Deliver and Install Playground Repairs as Per Specifications at Various Parks	1.00	EA	18,400.0000	18,400.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED 18,400.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.
 THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.
 FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.
 EDDIE R. MYERS
 CITY CLERK

City of Hattiesburg
Parks and Recreation Department
Playground Repairs

Vendor shall provide material, labor, and equipment to deliver and install the following playground repair parts at the following City of Hattiesburg Park facilities. Vendor shall inspect entire playground unit at each location and adjust/tighten any loose bolts/screws. Vendor shall inform City of Hattiesburg of any other playground failures not listed on this sheet. Vendor should visit all playground sites listed to confirm conditions for bid. Vendor shall coordinate with City of Hattiesburg Parks and Recreation Department for installation.

Kamper Park

- 1 ea 360 Tot Seat with (8' TT)
- 4 ea S/P Seat w/ TT (8'TR)
- 1 ea ADA Inclusive Swing Seat W/ Chains and Hardware
- 1 ea Item 278 Swivel W/ Tire Swing
- 4 ea Kick Mats
- 1 ea Replace the Tube Climber with Ground to Deck Events as per Playground Safety Requirements
- 21 ea 6'x12' Plastic Timbers

Oceola McCarty Park

- 10 ea 6'x12' Plastic Timbers
- 1 ea New Fun Phone-Single
- 1 ea Hardware Replacement

Jaycee Park

- 1 ea Tighten Panels on West Side of Structure

Eastside Park

- 4 ea Square Caps for Toddler Unit
- 2 ea Rubber Tiles 23"x1/2" square
- 3 ea 6'x12' Plastic Timbers

Dahmer Park

- 150 sqft Rubber Repair-Bonded Shredded Rubber Mulch
- 1 ea ADA Inclusive Swing Seat w/ Chains and Hardware
- 1 ea 360 Tot Swing with (8'TT)
- 2 ea S/P Seat w/TT (8'TR)

Labor for Installation of all repairs at above listed parks.

08/19/2013 13:06 6015456669
AUG-19-2013(MON) 12:18
08/09/2013 FRI 11:49 FAX
AUG-09-2013(FRI) 08:41

CITY OF HBURG

PAGE 02
P. 002/003
0001/001
P. 003/004

43530

JEROME RECREATION AND CO
4205A HIGHWAY 80 E
PEARL, MS 39208-4210

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 8/09/13
Date 1580 03
Order Number
CITY OF HATTIESBURG
PLUMBING DIVISION
220 W FRONT ST-2ND FLOOR
PO BOX 1598
HATTIESBURG MS 39401

Call To

Phone Number . . 601 5454512

PRINTED NAME *Andy DeFoor*

SIGNATURE

[Signature]

DATE 8/9/13

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: HAMPER/DAMPER/JIC/EASTSIDE/MOCKERY-PLAYERGROUND REPAIRS

ITEM DESCRIPTION

VENDOR SHALL
Provide Material, Labor, and Equipment to Repair and
Install Playerground Repairs as per Specifications at
Various Parks

Request
Date

08/09/13

QTY 1.00

UNIT EA

Unit Price

181,400

Extended
Cost

181,400

Delivery
Date

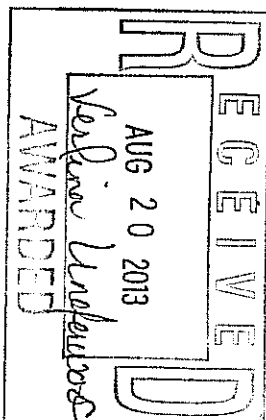
8-16-13

Expired
Date

8-24-13

TOTAL BID PRICE 181,400⁰⁰

Andy DeFoor
8/19/13



CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 8/09/13
Order Number 1990 09LITTLE TIKES COMMERCIAL P
C/O MID SOUTH RECREATION
7341 CROWTHER COVE
MEMPHIS TN 38119Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

HATTIESBURG MS 39401

Phone Number . . . 601 5454512

PRINTED NAME

John Jones

SIGNATURE

John Jones

DATE

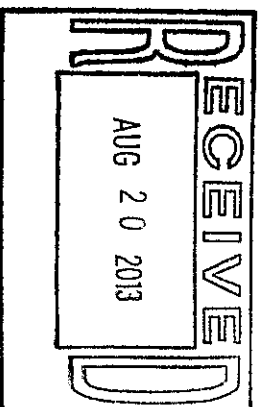
8/19/13

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: KAMPER/DANNER/JC/EASTSIDE/MCCARTY-PLAYGROUND REPAIRS

ITEM DESCRIPTION	Request Date	QTY	Unit	Unit Price	Extended Cost	Delivery Date	Expired Date
VENDOR SHALL Provide Material, Labor, and Equipment to Deliver and Install Playground Repairs as Per Specifications at Various Parks	08/09/13	1.00	EA	\$25,992.00	\$25,992.00	<u>9/15/13</u>	<u>9/30/13</u>

TOTAL BID PRICE

\$25,992.00

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page 1
Date 08/23/13
PO No. 136024
Req No. 1981

VENDOR MAILING:
GILKEY ELECTRIC
1300 W PINE ST
PO BOX 17287
HATTIESBURG MS 39404-7287

WAITTS, SHARON
MINUTE BOOK # PENDING
VENDOR # 00001487
(601) 5454640

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: SOUTH LAGOON AERATOR PARTS #6/4 WIRE

SEND METHOD 1 (601)5543107

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
075695.7220.99	#6/4 WIRE 2000 FT. SO ELECTRICAL CORD #6 AWG WITH FOUR (4) CONDUCTORS	2000.00	EA	2.9082	5,816.40



TOTAL CONTRACT AMOUNT NOT TO EXCEED

5,816.40

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE CONTACT ACCOUNTING
(601) 545-4686.

EDDIE R. MYERS
CITY CLERK

AUG-21-2013(WED) 06:34

AUG-20-2013 TUE 08:00 AM Gilkey Electric

AUG-19-2013(MON) 13:45

FAX NO. 6015543107

P. 002/003

P. 01/01

P. 003/003

42530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 8/19/13
Date 8/19/13
Order Number 1391 00

GILKEY ELECTRIC SUPPLY CO
1300 W PINE ST
PO BOX 17287
HATTIESBURG MS 39404-7287

Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
320 W FRONT ST. 2ND FLOOR
PO BOX 11894
HATTIESBURG MS 39401

PRINTED NAME Bryan Anderson

Phone Number : 601 5554512

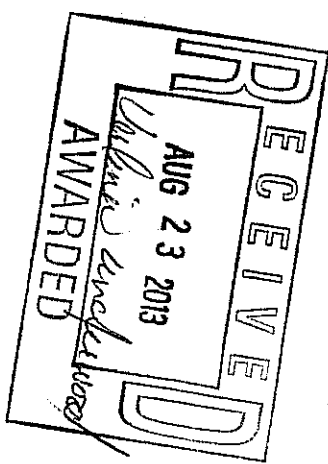
SIGNATURE [Signature] DATE 8-20-13

Shipping terms are F.O.D. destination, freight prepaid

PRODUCT LINE: Small Electrical Distribution Panels NO/4 WIRE
ITEM DESCRIPTION
NO/4 2100 2000 FT. SQ ELECTRICAL CORD
W/8 AWG WITH FOUR (4) CONDUCTORS

Request Date	QTY	UP	Unit Price	Installed Cost	Delivery Cost	Equipt Cost
08/15/13	2000.00	EA	2903.20	5816.40		
			2,906.82			

TOTAL BID PRICE 5816.40



[Signature]
8/21/13

43530

SOUTHERN INDUSTRIAL SUPPL
PO BOX 15698
HATTIESBURG MS 39404-5698

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 8/19/13
Order Number 1981 00

Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . . 601 5454512

PRINTED NAME Jeff Plante
SIGNATURE Jeff Plante DATE 8/19/13

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: SOUTH LAGOON AERATOR PARTS #6/4 WIRE

ITEM DESCRIPTION	Request Date	QTY	UN	Unit Price	Extended Cost	Delivery Date	Expired Date
#6/4 WIRE SO ELECTRICAL CORD 2000 FT WITH FOUR (4) CONDUCTORS	08/15/13	2000.00	EA	3.39 ✓	\$ 6780.00	1-2 wks	30 days

TOTAL BID PRICE \$ 6780.00





City of Hattiesburg, MS

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

Master

File Number: 2013-0514

File ID: 2013-0514

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/13/2013

Brief Title: Acknowledge receipt of a Temporary Construction Easement from D. J. Shuttle and Tours, Inc. for the Downtown Traffic Improvements Project.

Final Action:

Minute Book Number: MB2013-270

Title:

Acknowledge receipt of a Temporary Construction Easement from D. J. Shuttle and Tours, Inc. for a portion of Forrest County Tax Parcel No. 2-029J-10-160.00 for the Downtown Traffic Improvements Project.

Notes:

Sponsors:

Enactment Date:

Attachments: DJ Shuttle Executed Deeds_Easement

Enactment Number:

Contact:

Meeting Date: 09/03/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/03/2013					

Text of Legislative File 2013-0514

Title

Acknowledge receipt of a Temporary Construction Easement from D. J. Shuttle and Tours, Inc. for a portion of Forrest County Tax Parcel No. 2-029J-10-160.00 for the Downtown Traffic Improvements Project.

Summary

Acknowledge receipt of a Temporary Construction Easement from D. J. Shuttle and Tours, Inc. for a portion of Forrest County Tax Parcel No. 2-029J-10-160.00 for the Downtown Traffic Improvements Project.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
Phone: (601) 264-3309

Grantee Address:

**The City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403**

Grantor Address:

**D. J. Shuttle and Tours, Incorporated
101 Hardy Street
Hattiesburg, MS 39401
Phone: 601-299-0918**

TEMPORARY EASEMENT

INDEXING INSTRUCTIONS:

A part of Lots 1 & 2 of Block 1 of the J. F. Long Subdivision of Block 173 of D. H. McInnis First Survey and a part of the West ½ of vacated Brunie Street

Initial



County Parcel No. 2-029J-10-160.00

Downtown Hardy Street Improvements

THE STATE OF MISSISSIPPI

COUNTY OF FORREST

FOR AND IN CONSIDERATION of Ten and 00/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, the undersigned, does hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation for public improvements, grading, sodding and other construction purposes a temporary easement through, over, on and across the following described land:

A part of Lots 1 & 2 of Block 1 of the J. F. Long Subdivision of Block 173 of D. H. McInnis First Survey and a part of the West ½ of vacated Brunie Street, all in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows: Commencing at a Chiseled 'X' in Concrete representing the Intersection of the Existing Northern Right of Way Line of Hardy Street, a public roadway, and the Existing Eastern Right of Way Line of McLeod Street, a public roadway, also being the Southwest Corner of said Block 173; thence run S89°44'38"E along said Existing Northern Right of Way Line for 100.24 feet to an Iron Pin representing the Southwest Corner of said Block 1, thence continue S89°44'38"E along said Existing Northern Right of Way Line for 217.93 feet to a chiseled 'X' in Concrete representing the Southwest Corner of the Grantor's Property and the Point of Beginning; thence run N00°02'17"W along the West Line of the Grantor's Property for 10.00 feet, thence run S89°44'38"E and parallel to said Existing Northern Right of Way Line for 54.69 feet, thence run N00°15'22"E for 20.00 feet, thence run S89°44'38"E and parallel to said Existing Northern Right of Way Line for 54.29 feet to a Point on the Centerline of said vacated Brunie Street and the East Line of the Grantor's Property, thence run S00°02'17"E along said East Line for 5.39 feet to a Point on the Proposed Northern Right of Way Line of said Hardy Street, thence run S72°03'19"W along said Proposed Northern Right of Way Line for 8.23 feet, thence run S69°53'26"W along said Proposed Northern Right of Way Line for 36.37 feet, thence run S77°47'29"W along said Proposed Northern Right of Way Line for 43.45 feet to a Point on said Existing Northern Right of Way Line, thence run N89°44'38"W along said Existing Northern Right of Way Line for 24.61 feet to the Point of Beginning, comprising 0.03 Acres (1,259 Square Feet), more or less.

It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise use for construction purposed the above described land only so long as is necessary to complete the construction of said Right of Way in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change by the Federal Highway Administration. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees.

The grantor herein further warrants that the above described property is no part of his/her homestead.

It is further understood and agreed that the consideration herein named is in full payment and settlement of any and all claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives for or on account of the construction of the proposed highway, change of grade, water damage and/or any other damage, right or claim whatsoever.

Initial 

County Parcel No. 2-029J-10-160.00

Downtown Hardy Street Improvements

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantor on this, the 6 day of August, A.D., 2013.

D. J. Shuttle and Tours, Incorporated, a Mississippi Corporation

Signature: John Williams
Print Name: JOHN WILLIAMS
Title: President
Date: August 6, 2013

STATE OF MISSISSIPPI
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6 day of August, 2013, within my jurisdiction, the within named John Williams, who acknowledged that (he) (she) is President of D. J. SHUTTLE AND TOURS, INCORPORATED, a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Michelle M. Robinson
NOTARY PUBLIC

My Commission Expires

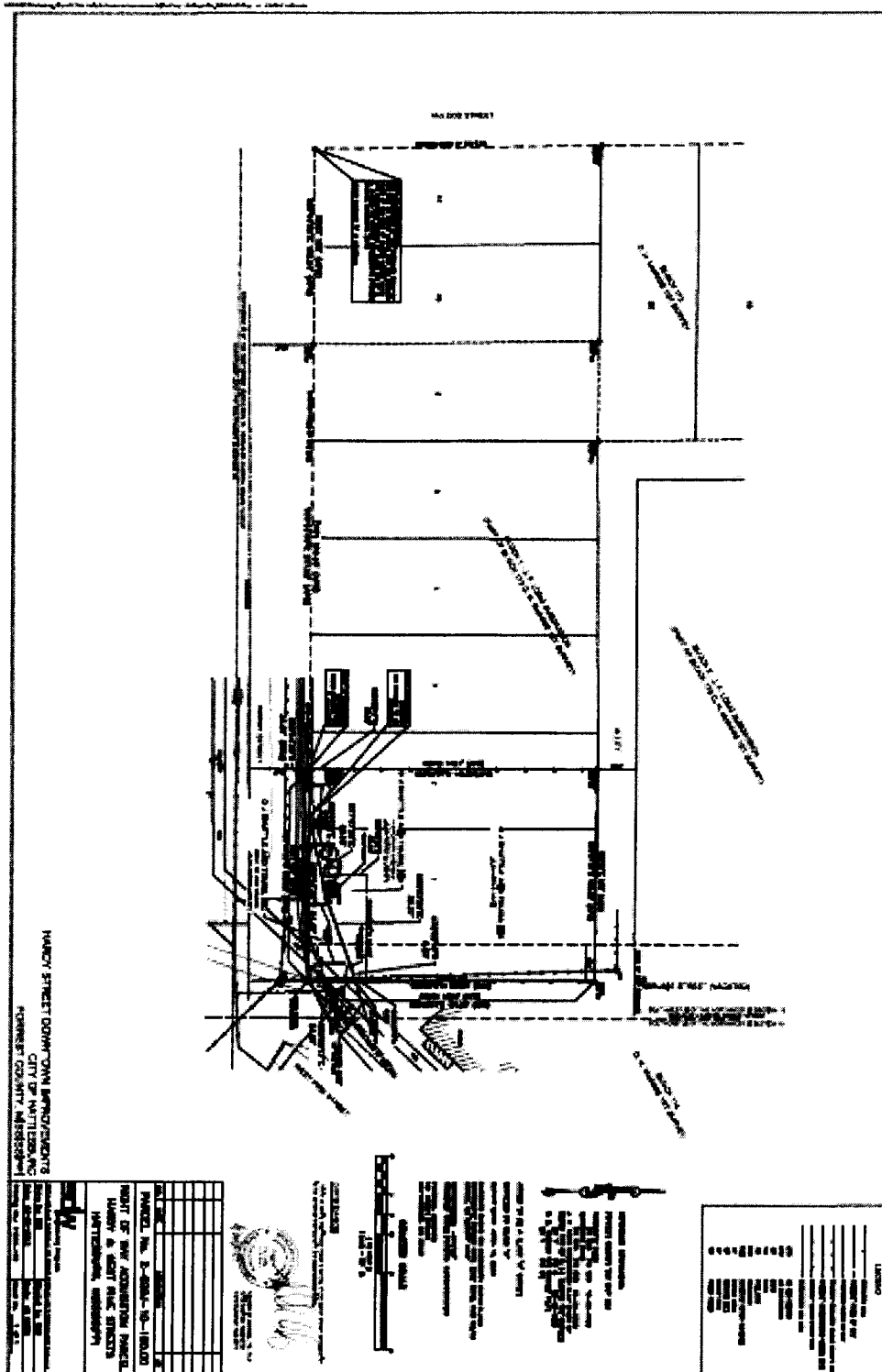


Initial J. W.

County Parcel No. 2-029J-10-160.00

Downtown Hardy Street Improvements

EXHIBIT "A"



Initial _____

County Parcel No. 2-029J-10-160.00

Downtown Hardy Street Improvements



City of Hattiesburg, MS

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

Master

File Number: 2013-0567

File ID: 2013-0567

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/29/2013

Brief Title: Acknowledge and accept as a donation a 2014 Ford Explorer from the United States Federal Marshalls

Final Action:

Minute Book Number: MB2013-270

Title:

Acknowledge and accept as a donation a 2014 Ford Explorer from the United States Federal Marshalls; authorize vehicle to be placed on the Hattiesburg Police Department inventory.

Notes:

Sponsors:

Enactment Date:

Attachments: Title 2014 Ford Explorer, Memo - 2014 Ford Explorer

Enactment Number:

Contact:

Meeting Date: 09/03/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/03/2013					

Text of Legislative File 2013-0567

Title

Acknowledge and accept as a donation a 2014 Ford Explorer from the United States Federal Marshalls; authorize vehicle to be placed on the Hattiesburg Police Department inventory.

Summary

Acknowledge and accept as a donation a 2014 Ford Explorer from the United States Federal Marshalls

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CERTIFICATE OF ORIGIN FOR A VEHICLE

DUPLICATE
(ORIGINAL LOST AT DEALER)



DATE
JUNE 19, 2013

INVOICE NO.
GA23971 2

VEHICLE IDENTIFICATION NO.
1FM5K7B8XEGA23971

YEAR
2014

MAKE
FORD

BODY TYPE
113 EXPLORER FWD 4DR

SHIPPING WEIGHT
4320 LBS.

H.P.(S.A.E.)
31.83

G.V.W.R.
6120 LBS

NO. CYLS
6

SERIES OR MODEL
K7BF

NOMINAL TONNAGE 1/2

INVOICE DATE: JUNE 19, 2013

GOVT PO# RPN-N-HK790

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

OWNER:

HATTIESBURG POLICE DEPART
#1 GOVERNMENT PLAZA
HATTIESBURG MS 39401

833000

It is further certified that this was the first transfer of such new motor vehicle in ordinary trade and commerce.

FORD MOTOR COMPANY

B30938415

BY

Bradley M. Gayton

BRADLEY M. GAYTON, SECRETARY

(AGENT)

DEARBORN, MICHIGAN

CITY - STATE



copy

To: The City Counsel

Date: August 28, 2013

Ref: Donated vehicle being placed the agenda

The Federal Marshals has purchased the below mention vehicle and will purchase all equipment needed for this vehicle. The vehicle will be used by Hattiesburg Police Department/ Federal Marshal Liaison Officer. This vehicle was donated and the titled to the City of Hattiesburg. Chief Bolton is requesting that we accept this donation. The vehicle is a 2014 Ford Explorer, VIN# 1FM5K7B8XEGA23971

CSCRATCHFILEeMailReq

MOTOR VEHICLE DELIVERY ORDER
(replaces GSA Form 8002)

AGENCY: JUSTICE DEPT

AGENCY/BUREAU CODE: 1525

REQUISITION NO.: 1533K8-3157-GC29

SIGNAL CODE: A FUND CODE: 88

LINE ITEM: 100A.1 STD ITEM NO.: 100A

QUANTITY: 1

Unit Selling Price: \$24,835.90

COLOR: 1=UH=TUXEDO BLACK MET

OPTIONS

DDRL E85 SRO SYNC

ORDER NUMBER: RPN-N-HK790
DATE OF ORDER: 06-11-2013

BUREAU: US MARSHALLS SRV

AGENCY ORDER NO.: 1533K8-3157-GC29

SUPP. ADDRESS:

DATE RECEIVED: 06-11-2013

4X2 SUV, INTERMEDIATE, 4 DR, 5 PASS, MI

Surcharge: 01.00%

Total Selling Price: \$24,835.90

23F349

D.J. Davis
601-297-9216

REQUISITIONER
DOJ-United States Marshals Service
2604 Jefferson Davis Hwy

Alexandria, VA 22301-
USA
Fax:
Email: amy.campos.heikes@usdoj.gov

CONSIGNEE MAILING ADDRESS
Hattiesburg Police Department
#1 Government Plaza

Hattiesburg, MS 39401-
USA

CONTRACTOR
FORD MOTOR COMPANY
16800 EXECUTIVE PLAZA DRIVE
REGENT CT. 6N-2A

DEARBORN, MI 48120-

DELIVERY: FOB Destination

INSPECTION: Destination

TIME FOR: Shipment 09-09-2013

GSA Automotive (QMD), Wash. DC 20406
Mail Invoice to: GSA BCEB 1500 E Bannister Rd, Kansas City, P.O. Box 419018, MO 64141

CONSIGNEE DELIVERY ADDRESS
Hattiesburg Police Department
Attn: D.J. Davis
#1 Government Plaza

Hattiesburg, MS 39401-
USA
Fax:
Email: ddavis@hattiesburgms.com
MARK FOR:
TCN:

SFO: QMAA-F6-120011-N*06-18-2012

CONTRACT NO.: GS-30F Y0058

ORIGIN/ASSEMBLY POINT:
DEARBORN, MI

DISCOUNT TERMS: AMOUNT: Net DAYS: 30

POC: DALLAS, BREWER 703-605-CARS(2277)
Mail Invoice to: GSA BCEB 1500 E Bannister Rd, Kansas City, P.O. Box 419018, MO 64141



City of Hattiesburg, MS

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

Master

File Number: 2013-0561

File ID: 2013-0561

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/28/2013

Brief Title: Acknowledge bids received on June 13, 2013 for Sports Shirts for the Hattiesburg Police Department and accept the term bid per the attached memorandum

Final Action:

Minute Book Number: MB2013-270

Title:

Acknowledge bids received on June 13, 2013 for Sports Shirts for the Hattiesburg Police Department and accept the term bid per the attached memorandum.

Notes:

Sponsors:

Enactment Date:

Attachments: 09-03-Accept HPD Sports Shirts

Enactment Number:

Contact:

Meeting Date: 09/03/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/03/2013					

Text of Legislative File 2013-0561

Title

Acknowledge bids received on June 13, 2013 for Sports Shirts for the Hattiesburg Police Department and accept the term bid per the attached memorandum.

Summary

Acknowledge bids received on June 13, 2013 for Sports Shirts for the Hattiesburg Police Department and accept the term bid per the attached memorandum



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Dave J. Ware, II

Council - Ward 5

Henry Naylor

MEMORANDUM

TO: Mayor and Council

FROM: Verlina Underwood, Purchasing Manager

DATE: August 28, 2013

SUBJECT: Term Bids

After review of the bids received from various vendors on June 13, 2013 for purchases of commodities required in the operation of the Police Department, it is my recommendation that the following actions be taken in acceptance of bids for the following item:

Sports Shirts - Accept the bid of Express Press as the lowest and best bid received.

Should you have any questions concerning this recommendation, please contact my office.

5

ITEM #16 - UNIFORMS FOR THE HATTIESBURG POLICE DEPARTMENT

SPORT SHIRTS (SHORT SLEEVE) PER SPECS - NO SUBSTITUTIONS	28.50
SPORT SHIRTS (LONG SLEEVE) PER SPECS - NO SUBSTITUTIONS	31.50
(EMBROIDERY FOR NET, DETECTIVE, H.I.T., K-9, CRIME SUPPRESSION TEAM, TRAFFIC.	Included
SMALL TO XLARGE	
XXLARGE	1.00 more
XXXLARGE TO XXXXLARGE	3.00 more

Express Press

NAME OF COMPANY

1860 E. St. Louis Street

STREET/P.O. ADDRESS

Springfield, MO 65802

CITY/STATE & ZIP CODE

417-869-3849

PHONE NUMBER & FAX NUMBER

6-13-13

DATE OF BID

Austin Owens, Sales Manager

OFFICIAL'S NAME & TITLE

Austin M. Owens

OFFICIAL'S SIGNATURE

FILED

JUN 13 2013

EDDIE R. MYERS, CITY CLERK
By [Signature]
Deputy Clerk

ITEM #16 - UNIFORMS FOR THE HATTIESBURG POLICE DEPARTMENT

SPORT SHIRTS (SHORT SLEEVE) PER SPECS - NO SUBSTITUTIONS	S-XL #2395	2XL-4XL #2599
SPORT SHIRTS (LONG SLEEVE) PER SPECS - NO SUBSTITUTIONS	S-XL #2899	2XL-4XL #30.03
(EMBROIDERY FOR NET, DETECTIVE, H.I.T., K-9, CRIME SUPPRESSION TEAM, TRAFFIC,		25.00
SMALL TO XLARGE With Embro	S/S #48.95	L/S #53.99
XXLARGE With Embro	S/S 48.95	L/S #53.99
XXXLARGE TO XXXXLARGE With Embro	S/S #50.99	L/S #55.03

B4F Distributors-Tactical store

NAME OF COMPANY

103 Broadway Drive

STREET/P.O. ADDRESS

Hattiesburg, ms 39401

CITY/STATE & ZIP CODE

601 310 4156-601 5444463

PHONE NUMBER & FAX NUMBER

6-13-2013

DATE OF BID

Dessie minor-president

OFFICIAL'S NAME & TITLE

Dessie minor

OFFICIAL'S SIGNATURE

FILED

JUN 13 2013

EDDIE R. MYERS CITY CLERK
By [Signature] Deputy Clerk



City of Hattiesburg, MS

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

Master

File Number: 2013-0554

File ID: 2013-0554

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/27/2013

Brief Title: Notice to Bidders - 2013 CDBG Demolition List #1

Final Action:

Minute Book Number: MB2013-270

Title:

Approve and authorize publication of Notice to Bidders for the Demolition of dilapidated houses for the City of Hattiesburg's CDBG Demolition Program - 2013 Demolition List #1 {Entitlement}.

Notes:

Sponsors:

Enactment Date:

Attachments: Demolition Notice to Bidders - Sept-Oct 2013 List #1,
Demolition Packet Bid Form Sept-Oct 2013 List #1,
executed Demolition Notice to Bidders - Sept-Oct
2013 List #1

Enactment Number:

Contact:

Meeting Date: 09/03/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/03/2013					

Text of Legislative File 2013-0554

Title

Approve and authorize publication of Notice to Bidders for the Demolition of dilapidated houses for the City of Hattiesburg's CDBG Demolition Program - 2013 Demolition List #1 {Entitlement}.

Summary

Notice to Bidders - 2013 CDBG Demolition List #1

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Hattiesburg American - September 6 and September 13, 2013

NOTICE TO BIDDERS

NOTICE is hereby given that the City of Hattiesburg, Mississippi will receive BIDS until 10:00 A.M., Thursday, October 10, 2013 in the City Clerk's Office in the City Hall for the following:

Demolition and debris removal of the following five (5) properties located in the City of Hattiesburg:

**103 Independence Avenue
1304 Elizabeth Avenue
1308 Elizabeth Avenue**

**222 Fredna Avenue
415 Katie Avenue**

This project is funded in part by a U.S. Department of Housing and Urban Development Community Development Block Grant, which encourages economic opportunities for low- to moderate-income persons. As such, the City of Hattiesburg encourages businesses to bid that may qualify as a "Section 3" business concern. Certain preference may be awarded to Section 3 businesses. Details on Section 3 and the preference can be found in the Instructions to Bidders.

INSTRUCTIONS TO BIDDERS are on file in the Office of the Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the NAME OF THE ITEM (which is 2013 CDBG Demolition List #1) for which the bid is being submitted and the DATE OF BID OPENING (which is October 10, 2013).

The lowest and best bidder will be awarded the contract, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State and Federal Law; but the Council reserves the right to reject any or all bids received and to waive any formalities.

PUBLISHED by Order of the Council on this, the 3rd day of September 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor

PUBLISH Twice in the Non-Legal Section: Friday, September 6, 2013; Friday, September 13, 2013

CITY OF HATTIESBURG – DEPARTMENT OF FEDERAL AND STATE PROGRAMS

INSTRUCTIONS TO BIDDERS FOR DEMOLITION SERVICES

BID FORM

PROPOSAL FOR: FURNISHING PERSONAL SERVICES FOR DEMOLITION OF
DILAPIDATED HOUSES, AND REMOVAL AND DISPOSAL OF DEBRIS
AT THE FOLLOWING FIVE (5) PROPERTIES:

103 INDEPENDENCE AVENUE
1304 ELIZABETH AVENUE
1308 ELIZABETH AVENUE

222 FREDNA AVENUE
415 KATIE AVENUE

Bids will be received until 10 a.m. Thursday, October 10, 2013 in the City Clerk's Office in the Hattiesburg City Hall located at 200 Forrest Street, P. O. Box 11898, Hattiesburg, MS 39403-1898. Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the NAME OF THE ITEM (which is 2013 CDBG Demolition List #1) for which the bid is being submitted and the DATE OF BID OPENING (which is October 10, 2013).

Bid opening begins promptly at 10 a.m., Thursday, October 10, 2013.

This project is funded in part by a U.S. Department of Housing and Urban Development Community Development Block Grant, which encourages economic opportunities for low- to moderate-income persons. As such, the City of Hattiesburg encourages businesses to bid that may qualify as a "Section 3" business concern.

The City of Hattiesburg will provide a ten-percent (10%) preference to verified Section 3 businesses. Verification of eligibility must be completed before the date of the bid opening. The City of Hattiesburg's Department of Federal and State Programs verifies all claims for Section 3 status. Bidders planning to claim Section 3 preference should be aware that the verification process can take up to ten (10) business days from the time all documentation has been submitted to the Department of Federal & State Programs.

Businesses claiming Section 3 preference that fail to submit all necessary or requested documentation, or that fail to submit documentation enough in advance of the bid opening date will not be granted preference for this bid opportunity.

Businesses granted a Section 3 preference will be awarded a ten-percent (10%) advantage in bid tabulation. The amount bid by a verified Section 3 business will be reduced by the amount of the advantage (10%), and the adjusted amount will be used to compare with non-Section 3 bids.

For questions or clarifications, bidders should contact:

Andrew Ellard
Department of Federal and State Programs
P. O. Box 1898
200 Forrest Street
Hattiesburg, MS 39403-1898
(601) 554-1006

The undersigned Bidder agrees to comply with and provide the following services to the City of Hattiesburg:

Successful bidder shall furnish and supervise any personnel needed to perform said services.

Successful bidder shall furnish all tools and equipment necessary to perform said services.

Successful bidder shall ensure and certify the proper, legal removal and disposal of any and all materials and debris, including asbestos and lead, from properties and the same shall be cleared, cleaned, and leveled to the satisfaction of the Department of Federal and State Programs and the Mississippi Department of Environmental Quality (DEQ). If applicable, asbestos removal must be completed by a certified, licensed asbestos contractor.

Where applicable, the City has previously completed asbestos removal on all advertised properties.

Successful bidder shall be required to dispose of all materials in association with this contract, at the landfill under contract with the City of Hattiesburg where appropriate and other sites as required. If the successful bidder leases, rents or otherwise obtains a dumpster at the job site, he/she shall do so at their own expense and at no additional expense to the City of Hattiesburg.

Successful bidder shall be responsible for and shall furnish any and all insurance that may be required by the City.

Successful bidder SHALL NOT BEGIN WORK UNTIL ALL NECESSARY PERMITS, WORK ORDERS, PURCHASE ORDERS, AND NOTICES TO PROCEED HAVE BEEN COMPLETED AND RECEIVED BY BIDDER.

Successful bidder shall be an approved contractor for the City of Hattiesburg for the duration of the contract.

Successful bidder agrees to comply with all federal, state, and city laws in performing the work contracted for under this contract.

Successful bidder shall coordinate all work activities with the City's Department of Federal and State Programs.

Successful bidder agrees that it shall hold harmless and indemnify City from any and all liability and damages of any kind whatsoever resulting from providing these services.

It is understood that this Contract may be terminated by either party for any reason upon fifteen (15) days written notice of intention to terminate this contract.

The City reserves the right to withdraw any or all of the properties from the list of those to be demolished as well as the contract awarded and established as a result of this bidding process.

**CDBG DEMOLITION
CDBG DEMOLITION LIST #1
BID FORM**

NAME OF COMPANY _____

STREET/P.O. BOX ADDRESS _____

CITY/STATE & ZIP CODE _____

PHONE NUMBER (DAY AND NIGHT) _____

FAX NUMBER _____

DATE OF BID _____

COMPANY OFFICIAL'S NAME & TITLE _____

SOCIAL SECURITY OR EMPLOYER ID NUMBER _____

DUNS NUMBER _____

Bidders are to provide the cost of demolition and debris removal of each individual property below, and provide the sum of all properties on the "Grand Total" line.

1) 103 INDEPENDENCE AVENUE \$ _____

2) 222 FREDNA AVENUE \$ _____

3) 1304 ELIZABETH AVENUE \$ _____

4) 1308 ELIZABETH AVENUE \$ _____

5) 415 KATIE AVENUE \$ _____

GRAND TOTAL \$ _____

DOES THE COMPANY CLAIM A "SECTION 3" PREFERENCE? (circle one) YES NO

Companies answering "yes" that have not previously had their Section 3 status verified by the City of Hattiesburg must provide all documentation supporting eligibility within two (2) business days of the bid opening to the Department of Federal & State Programs. Failure to provide the documentation in the time required will result in the bid being considered without preference.

COMPANY OFFICIAL'S SIGNATURE _____ DATE _____

NOTICE TO BIDDERS

NOTICE is hereby given that the City of Hattiesburg, Mississippi will receive BIDS until 10:00 A.M., Thursday, October 10, 2013 in the City Clerk's Office in the City Hall for the following:

Demolition and debris removal of the following five (5) properties located in the City of Hattiesburg:

**103 Independence Avenue
1304 Elizabeth Avenue
1308 Elizabeth Avenue**

**222 Fredna Avenue
415 Katie Avenue**

This project is funded in part by a U.S. Department of Housing and Urban Development Community Development Block Grant, which encourages economic opportunities for low- to moderate-income persons. As such, the City of Hattiesburg encourages businesses to bid that may qualify as a "Section 3" business concern. Certain preference may be awarded to Section 3 businesses. Details on Section 3 and the preference can be found in the Instructions to Bidders.

INSTRUCTIONS TO BIDDERS are on file in the Office of the Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the NAME OF THE ITEM (which is 2013 CDBG Demolition List #1) for which the bid is being submitted and the DATE OF BID OPENING (which is October 10, 2013).

The lowest and best bidder will be awarded the contract, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State and Federal Law; but the Council reserves the right to reject any or all bids received and to waive any formalities.

PUBLISHED by Order of the Council on this, the 3rd day of September 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY: *Edna R. Myers*
CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor

PUBLISH Twice in the Non-Legal Section: Friday, September 6, 2013; Friday, September 13, 2013

CITY OF HATTIESBURG – DEPARTMENT OF FEDERAL AND STATE PROGRAMS

INSTRUCTIONS TO BIDDERS FOR DEMOLITION SERVICES

BID FORM

PROPOSAL FOR: FURNISHING PERSONAL SERVICES FOR DEMOLITION OF
DILAPIDATED HOUSES, AND REMOVAL AND DISPOSAL OF DEBRIS
AT THE FOLLOWING FIVE (5) PROPERTIES:

103 INDEPENDENCE AVENUE
1304 ELIZABETH AVENUE
1308 ELIZABETH AVENUE

222 FREDNA AVENUE
415 KATIE AVENUE

Bids will be received until 10 a.m. Thursday, October 10, 2013 in the City Clerk's Office in the Hattiesburg City Hall located at 200 Forrest Street, P. O. Box 11898, Hattiesburg, MS 39403-1898. Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the NAME OF THE ITEM (which is 2013 CDBG Demolition List #1) for which the bid is being submitted and the DATE OF BID OPENING (which is October 10, 2013).

Bid opening begins promptly at 10 a.m., Thursday, October 10, 2013.

This project is funded in part by a U.S. Department of Housing and Urban Development Community Development Block Grant, which encourages economic opportunities for low- to moderate-income persons. As such, the City of Hattiesburg encourages businesses to bid that may qualify as a "Section 3" business concern.

The City of Hattiesburg will provide a ten-percent (10%) preference to verified Section 3 businesses. Verification of eligibility must be completed before the date of the bid opening. The City of Hattiesburg's Department of Federal and State Programs verifies all claims for Section 3 status. Bidders planning to claim Section 3 preference should be aware that the verification process can take up to ten (10) business days from the time all documentation has been submitted to the Department of Federal & State Programs.

Businesses claiming Section 3 preference that fail to submit all necessary or requested documentation, or that fail to submit documentation enough in advance of the bid opening date will not be granted preference for this bid opportunity.

Businesses granted a Section 3 preference will be awarded a ten-percent (10%) advantage in bid tabulation. The amount bid by a verified Section 3 business will be reduced by the amount of the advantage (10%), and the adjusted amount will be used to compare with non-Section 3 bids.

For questions or clarifications, bidders should contact:

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Department of Federal and State Programs
P. O. Box 1898
200 Forrest Street
Hattiesburg, MS 39403-1898
(601) 554-1006

The undersigned Bidder agrees to comply with and provide the following services to the City of Hattiesburg:

Successful bidder shall furnish and supervise any personnel needed to perform said services.

Successful bidder shall furnish all tools and equipment necessary to perform said services.

Successful bidder shall ensure and certify the proper, legal removal and disposal of any and all materials and debris, including asbestos and lead, from properties and the same shall be cleared, cleaned, and leveled to the satisfaction of the Department of Federal and State Programs and the Mississippi Department of Environmental Quality (DEQ). If applicable, asbestos removal must be completed by a certified, licensed asbestos contractor.

Where applicable, the City has previously completed asbestos removal on all advertised properties.

Successful bidder shall be required to dispose of all materials in association with this contract, at the landfill under contract with the City of Hattiesburg where appropriate and other sites as required. If the successful bidder leases, rents or otherwise obtains a dumpster at the job site, he/she shall do so at their own expense and at no additional expense to the City of Hattiesburg.

Successful bidder shall be responsible for and shall furnish any and all insurance that may be required by the City.

Successful bidder SHALL NOT BEGIN WORK UNTIL ALL NECESSARY PERMITS, WORK ORDERS, PURCHASE ORDERS, AND NOTICES TO PROCEED HAVE BEEN COMPLETED AND RECEIVED BY BIDDER.

Successful bidder shall be an approved contractor for the City of Hattiesburg for the duration of the contract.

Successful bidder agrees to comply with all federal, state, and city laws in performing the work contracted for under this contract.

Successful bidder shall coordinate all work activities with the City's Department of Federal and State Programs.

Successful bidder agrees that it shall hold harmless and indemnify City from any and all liability and damages of any kind whatsoever resulting from providing these services.

It is understood that this Contract may be terminated by either party for any reason upon fifteen (15) days written notice of intention to terminate this contract.

The City reserves the right to withdraw any or all of the properties from the list of those to be demolished as well as the contract awarded and established as a result of this bidding process.

**CDBG DEMOLITION
CDBG DEMOLITION LIST #1
BID FORM**

NAME OF COMPANY _____

STREET/P.O. BOX ADDRESS _____

CITY/STATE & ZIP CODE _____

PHONE NUMBER (DAY AND NIGHT) _____

FAX NUMBER _____

DATE OF BID _____

COMPANY OFFICIAL'S NAME & TITLE _____

SOCIAL SECURITY OR EMPLOYER ID NUMBER _____

DUNS NUMBER _____

Bidders are to provide the cost of demolition and debris removal of each individual property below, and provide the sum of all properties on the "Grand Total" line.

1) 103 INDEPENDENCE AVENUE \$ _____

2) 222 FREDNA AVENUE \$ _____

3) 1304 ELIZABETH AVENUE \$ _____

4) 1308 ELIZABETH AVENUE \$ _____

5) 415 KATIE AVENUE \$ _____

GRAND TOTAL \$ _____

DOES THE COMPANY CLAIM A "SECTION 3" PREFERENCE? (circle one) YES NO

Companies answering "yes" that have not previously had their Section 3 status verified by the City of Hattiesburg must provide all documentation supporting eligibility within two (2) business days of the bid opening to the Department of Federal & State Programs. Failure to provide the documentation in the time required will result in the bid being considered without preference.

COMPANY OFFICIAL'S SIGNATURE _____ DATE _____



City of Hattiesburg, MS

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

Master

File Number: 2013-0555

File ID: 2013-0555

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/27/2013

Brief Title: Notice to Bidders - 2013 CDBG Demolition List #2

Final Action:

Minute Book Number: MB2013-270

Title:

Approve and authorize publication of Notice to Bidders for the Demolition of dilapidated houses for the City of Hattiesburg's CDBG Demolition Program - 2013 Demolition List #2{Entitlement}.

Notes:

Sponsors:

Enactment Date:

Attachments: Demolition Notice to Bidders - Sept-Oct 2013 List #2,
Demolition Packet Bid Form Sept-Oct 2013 List #2,
executed Demolition Notice to Bidders - Sept-Oct
2013 List #2

Enactment Number:

Contact:

Meeting Date: 09/03/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/03/2013					

Text of Legislative File 2013-0555

Title

Approve and authorize publication of Notice to Bidders for the Demolition of dilapidated houses for the City of Hattiesburg's CDBG Demolition Program - 2013 Demolition List #2{Entitlement}.

Summary

Notice to Bidders - 2013 CDBG Demolition List #2

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Hattiesburg American - September 6 and September 13, 2013.

NOTICE TO BIDDERS

NOTICE is hereby given that the City of Hattiesburg, Mississippi will receive BIDS until 10:00 A.M., Thursday, October 10, 2013 in the City Clerk's Office in the City Hall for the following:

Demolition and debris removal of the following five (5) properties located in the City of Hattiesburg:

**719 Lincoln Street
709 McKinley Street
1215 Putnam Avenue**

**721 Lincoln Street
719 McKinley Street**

This project is funded in part by a U.S. Department of Housing and Urban Development Community Development Block Grant, which encourages economic opportunities for low- to moderate-income persons. As such, the City of Hattiesburg encourages businesses to bid that may qualify as a "Section 3" business concern. Certain preference may be awarded to Section 3 businesses. Details on Section 3 and the preference can be found in the Instructions to Bidders.

INSTRUCTIONS TO BIDDERS are on file in the Office of the Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the NAME OF THE ITEM (which is 2013 CDBG Demolition List #2) for which the bid is being submitted and the DATE OF BID OPENING (which is October 10, 2013).

The lowest and best bidder will be awarded the contract, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State and Federal Law; but the Council reserves the right to reject any or all bids received and to waive any formalities.

PUBLISHED by Order of the Council on this, the 3rd day of September 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor

PUBLISH Twice in the Non-Legal Section: Friday, September 6, 2013; Friday, September 13, 2013

CITY OF HATTIESBURG – DEPARTMENT OF FEDERAL AND STATE PROGRAMS

INSTRUCTIONS TO BIDDERS FOR DEMOLITION SERVICES

BID FORM

PROPOSAL FOR: FURNISHING PERSONAL SERVICES FOR DEMOLITION OF
DILAPIDATED HOUSES, AND REMOVAL AND DISPOSAL OF DEBRIS
AT THE FOLLOWING FIVE (5) PROPERTIES:

719 LINCOLN STREET	721 LINCOLN STREET
709 MCKINLEY STREET	719 MCKINLEY STREET
1215 PUTNAM AVENUE	

Bids will be received until 10 a.m. Thursday, October 10, 2013 in the City Clerk's Office in the Hattiesburg City Hall located at 200 Forrest Street, P. O. Box 11898, Hattiesburg, MS 39403-1898. Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the NAME OF THE ITEM (which is 2013 CDBG Demolition List #2) for which the bid is being submitted and the DATE OF BID OPENING (which is October 10, 2013).

Bid opening begins promptly at 10 a.m., Thursday, October 10, 2013.

This project is funded in part by a U.S. Department of Housing and Urban Development Community Development Block Grant, which encourages economic opportunities for low- to moderate-income persons. As such, the City of Hattiesburg encourages businesses to bid that may qualify as a "Section 3" business concern.

The City of Hattiesburg will provide a ten-percent (10%) preference to verified Section 3 businesses. Verification of eligibility must be completed before the date of the bid opening. The City of Hattiesburg's Department of Federal and State Programs verifies all claims for Section 3 status. Bidders planning to claim Section 3 preference should be aware that the verification process can take up to ten (10) business days from the time all documentation has been submitted to the Department of Federal & State Programs.

Businesses claiming Section 3 preference that fail to submit all necessary or requested documentation, or that fail to submit documentation enough in advance of the bid opening date will not be granted preference for this bid opportunity.

Businesses granted a Section 3 preference will be awarded a ten-percent (10%) advantage in bid tabulation. The amount bid by a verified Section 3 business will be reduced by the amount of the advantage (10%), and the adjusted amount will be used to compare with non-Section 3 bids.

For questions or clarifications, bidders should contact:

Andrew Ellard
Department of Federal and State Programs
P. O. Box 1898
200 Forrest Street
Hattiesburg, MS 39403-1898
(601) 554-1006

The undersigned Bidder agrees to comply with and provide the following services to the City of Hattiesburg:

Successful bidder shall furnish and supervise any personnel needed to perform said services.

Successful bidder shall furnish all tools and equipment necessary to perform said services.

Successful bidder shall ensure and certify the proper, legal removal and disposal of any and all materials and debris, including asbestos and lead, from properties and the same shall be cleared, cleaned, and leveled to the satisfaction of the Department of Federal and State Programs and the Mississippi Department of Environmental Quality (DEQ). If applicable, asbestos removal must be completed by a certified, licensed asbestos contractor.

Where applicable, the City has previously completed asbestos removal on all advertised properties.

Successful bidder shall be required to dispose of all materials in association with this contract, at the landfill under contract with the City of Hattiesburg where appropriate and other sites as required. If the successful bidder leases, rents or otherwise obtains a dumpster at the job site, he/she shall do so at their own expense and at no additional expense to the City of Hattiesburg.

Successful bidder shall be responsible for and shall furnish any and all insurance that may be required by the City.

Successful bidder SHALL NOT BEGIN WORK UNTIL ALL NECESSARY PERMITS, WORK ORDERS, PURCHASE ORDERS, AND NOTICES TO PROCEED HAVE BEEN COMPLETED AND RECEIVED BY BIDDER.

Successful bidder shall be an approved contractor for the City of Hattiesburg for the duration of the contract.

Successful bidder agrees to comply with all federal, state, and city laws in performing the work contracted for under this contract.

Successful bidder shall coordinate all work activities with the City's Department of Federal and State Programs.

Successful bidder agrees that it shall hold harmless and indemnify City from any and all liability and damages of any kind whatsoever resulting from providing these services.

It is understood that this Contract may be terminated by either party for any reason upon fifteen (15) days written notice of intention to terminate this contract.

The City reserves the right to withdraw any or all of the properties from the list of those to be demolished as well as the contract awarded and established as a result of this bidding process.

**CDBG DEMOLITION
CDBG DEMOLITION LIST #2
BID FORM**

NAME OF COMPANY _____

STREET/P.O. BOX ADDRESS _____

CITY/STATE & ZIP CODE _____

PHONE NUMBER (DAY AND NIGHT) _____

FAX NUMBER _____

DATE OF BID _____

COMPANY OFFICIAL'S NAME & TITLE _____

SOCIAL SECURITY OR EMPLOYER ID NUMBER _____

DUNS NUMBER _____

Bidders are to provide the cost of demolition and debris removal of each individual property below, and provide the sum of all properties on the "Grand Total" line.

1) 719 LINCOLN STREET \$ _____

2) 721 LINCOLN STREET \$ _____

3) 709 MCKINLEY STREET \$ _____

4) 719 MCKINLEY STREET \$ _____

5) 1215 PUTNAM AVENUE \$ _____

GRAND TOTAL \$ _____

DOES THE COMPANY CLAIM A "SECTION 3" PREFERENCE? (circle one) YES NO

Companies answering "yes" that have not previously had their Section 3 status verified by the City of Hattiesburg must provide all documentation supporting eligibility within two (2) business days of the bid opening to the Department of Federal & State Programs. Failure to provide the documentation in the time required will result in the bid being considered without preference.

COMPANY OFFICIAL'S SIGNATURE _____ DATE _____

NOTICE TO BIDDERS

NOTICE is hereby given that the City of Hattiesburg, Mississippi will receive BIDS until 10:00 A.M., Thursday, October 10, 2013 in the City Clerk's Office in the City Hall for the following:

Demolition and debris removal of the following five (5) properties located in the City of Hattiesburg:

**719 Lincoln Street
709 McKinley Street
1215 Putnam Avenue**

**721 Lincoln Street
719 McKinley Street**

This project is funded in part by a U.S. Department of Housing and Urban Development Community Development Block Grant, which encourages economic opportunities for low- to moderate-income persons. As such, the City of Hattiesburg encourages businesses to bid that may qualify as a "Section 3" business concern. Certain preference may be awarded to Section 3 businesses. Details on Section 3 and the preference can be found in the Instructions to Bidders.

INSTRUCTIONS TO BIDDERS are on file in the Office of the Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

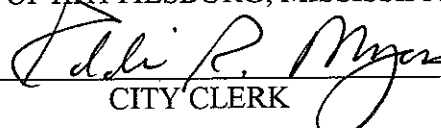
Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the NAME OF THE ITEM (which is 2013 CDBG Demolition List #2) for which the bid is being submitted and the DATE OF BID OPENING (which is October 10, 2013).

The lowest and best bidder will be awarded the contract, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State and Federal Law; but the Council reserves the right to reject any or all bids received and to waive any formalities.

PUBLISHED by Order of the Council on this, the 3rd day of September 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY:


CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor

PUBLISH Twice in the Non-Legal Section: Friday, September 6, 2013; Friday, September 13, 2013

CITY OF HATTIESBURG – DEPARTMENT OF FEDERAL AND STATE PROGRAMS

INSTRUCTIONS TO BIDDERS FOR DEMOLITION SERVICES

BID FORM

PROPOSAL FOR: FURNISHING PERSONAL SERVICES FOR DEMOLITION OF
DILAPIDATED HOUSES, AND REMOVAL AND DISPOSAL OF DEBRIS
AT THE FOLLOWING FIVE (5) PROPERTIES:

719 LINCOLN STREET	721 LINCOLN STREET
709 MCKINLEY STREET	719 MCKINLEY STREET
1215 PUTNAM AVENUE	

Bids will be received until 10 a.m. Thursday, October 10, 2013 in the City Clerk's Office in the Hattiesburg City Hall located at 200 Forrest Street, P. O. Box 11898, Hattiesburg, MS 39403-1898. Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the NAME OF THE ITEM (which is 2013 CDBG Demolition List #2) for which the bid is being submitted and the DATE OF BID OPENING (which is October 10, 2013).

Bid opening begins promptly at 10 a.m., Thursday, October 10, 2013.

This project is funded in part by a U.S. Department of Housing and Urban Development Community Development Block Grant, which encourages economic opportunities for low- to moderate-income persons. As such, the City of Hattiesburg encourages businesses to bid that may qualify as a "Section 3" business concern.

The City of Hattiesburg will provide a ten-percent (10%) preference to verified Section 3 businesses. Verification of eligibility must be completed before the date of the bid opening. The City of Hattiesburg's Department of Federal and State Programs verifies all claims for Section 3 status. Bidders planning to claim Section 3 preference should be aware that the verification process can take up to ten (10) business days from the time all documentation has been submitted to the Department of Federal & State Programs.

Businesses claiming Section 3 preference that fail to submit all necessary or requested documentation, or that fail to submit documentation enough in advance of the bid opening date will not be granted preference for this bid opportunity.

Businesses granted a Section 3 preference will be awarded a ten-percent (10%) advantage in bid tabulation. The amount bid by a verified Section 3 business will be reduced by the amount of the advantage (10%), and the adjusted amount will be used to compare with non-Section 3 bids.

For questions or clarifications, bidders should contact:

Andrew Ellard
Department of Federal and State Programs
P. O. Box 1898
200 Forrest Street
Hattiesburg, MS 39403-1898
(601) 554-1006

The undersigned Bidder agrees to comply with and provide the following services to the City of Hattiesburg:

Successful bidder shall furnish and supervise any personnel needed to perform said services.

Successful bidder shall furnish all tools and equipment necessary to perform said services.

Successful bidder shall ensure and certify the proper, legal removal and disposal of any and all materials and debris, including asbestos and lead, from properties and the same shall be cleared, cleaned, and leveled to the satisfaction of the Department of Federal and State Programs and the Mississippi Department of Environmental Quality (DEQ). If applicable, asbestos removal must be completed by a certified, licensed asbestos contractor.

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Successful bidder agrees that it shall hold harmless and indemnify City from any and all liability and damages of any kind whatsoever resulting from providing these services.

It is understood that this Contract may be terminated by either party for any reason upon fifteen (15) days written notice of intention to terminate this contract.

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**CDBG DEMOLITION
CDBG DEMOLITION LIST #2
BID FORM**

NAME OF COMPANY _____

STREET/P.O. BOX ADDRESS _____

CITY/STATE & ZIP CODE _____

PHONE NUMBER (DAY AND NIGHT) _____

FAX NUMBER _____

DATE OF BID _____

COMPANY OFFICIAL'S NAME & TITLE _____

SOCIAL SECURITY OR EMPLOYER ID NUMBER _____

DUNS NUMBER _____

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GRAND TOTAL \$ _____

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COMPANY OFFICIAL'S SIGNATURE _____ DATE _____



City of Hattiesburg, MS

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

Master

File Number: 2013-0552

File ID: 2013-0552

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/27/2013

Brief Title: CDBG Manual Checks

Final Action:

Minute Book Number: MB2013-270-271

Title:

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

Notes:

Sponsors:

Enactment Date:

Attachments: MEMORANDUM-Manual Checks-CDBG, CDBG
Supporting Docs

Enactment Number:

Contact:

Meeting Date: 09/03/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/03/2013					

Text of Legislative File 2013-0552

Title

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

Summary

CDBG Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for CDBG Program claims

DATE: August 27, 2013

The following request for payment is being submitted for approval during the City Council's September 3, 2013 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	Pinebelt Community Services
Activity:	Emergency Repair
Program:	CDBG
Project Site:	310 J.C. Killingsworth Dr.
Amount Requested:	\$3,725.00
Purpose of Request:	Draw #1
Work Provided by:	C & C Building Contractors

PINEBELT COMMUNITY SERVICES

1101 N MAIN STREET

HATTIESBURG, MS 39401

REQUEST FOR PAYMENT

August 23, 2013

TO: City of Hattiesburg
Office of Federal and State Programs
P. O. Box 1898
Hattiesburg, Mississippi

RE: Emergency Repair – 310 J C Killingworth Dr.

This is a formal request for payment in the amount of \$ 3,725.00 for emergency repair services performed at 310 JC Killingworth Dr. by C & C Building Contractors, of Lexington MS.

8/26/2013
Draw #1

Rev. Camie Craig
Admin. Asst.

INVOICE

INVOICE # 500
DATE: 8/23/2013

FOR:
Alice Johnson
310 JC Killingworth
Hattiesburg, MS

DESCRIPTION	HOURS	RATE	AMOUNT
Removed old roof from back of dwelling, replaced rotten wood, installed tin roof			2,235
Removed and replaced screen door			250
Replaced rotten wood around windows, trimmed out windows & caulked			1,240
TOTAL			\$3,725.00

TOTAL	\$3,725.00
-------	------------

Make all checks payable to C & C Building Contractors
Total due in 10 days. Overdue accounts subject to a service charge of 1% per month.

THANK YOU FOR YOUR BUSINESS!

RD



City of Hattiesburg, MS

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

Master

File Number: 2013-0545

File ID: 2013-0545

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

File Created: 08/27/2013

Brief Title: Claims docket

Final Action:

Minute Book Number: MB2013-271

Title:

Approve claims docket for the period ending August 31, 2013.

Notes:

Sponsors:

Enactment Date:

Attachments: Claims Docket 9-3-13, ADDENDUM 9.3.13

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	09/03/2013					

Text of Legislative File 2013-0545

Title

Approve claims docket for the period ending August 31, 2013.

Summary

Claims Docket.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Page - 1
Date - 08/28/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 AAMCO TRANS/AUTOMOTIVE S	126565	00135089	12007715	REPRS U#15514 STREET	08/31/13	232997	266.15-
00001 AAMCO TRANS/AUTOMOTIVE S	126596	00135207	12007716	A/C REPR U#12688 STREET	08/31/13	232997	99.00-

AAMCO TRANS/AUTOMOTIVE S Sum							365.15-
00001 ADVANCE AUTO PARTS	560432214889	00135281	12007791	REPR PTS POLICE STOCK	08/31/13	232998	160.71-
00001 ADVANCE AUTO PARTS	560432268469	00135682	12007792	REPR PTS POLICE STOCK	08/31/13	232998	382.66-
00001 ADVANCE AUTO PARTS	560432268469	00135682	12007793	REPR PTS U#17316 POLICE	08/31/13	232998	238.47-

ADVANCE AUTO PARTS Sum							781.84-
00001 ADVANCED JANITORIAL SERV	20070 CITY H	00136012	12007763	SERV 8/13 CITY HALL	08/31/13	232999	1,925.00-
00001 ADVANCED JANITORIAL SERV	20070 TRAFFI	00136012	12007764	SERV 8/13 TRAFFIC OFFICE	08/31/13	232999	250.00-

ADVANCED JANITORIAL SERV Sum							2,175.00-
00001 AFFORDABLE EMERGENCY LIG	611	00136127	12007895	BLUE LIGHT REPR U#16644	08/31/13	233000	85.00-
00001 AFFORDABLE EMERGENCY LIG	644	00136127	12007896	RADIO REPR U#18202	08/31/13	233000	85.00-
00001 AFFORDABLE EMERGENCY LIG	609	00136127	12007897	BLUE LIGHT REPR U#16651	08/31/13	233000	85.00-

AFFORDABLE EMERGENCY LIG Sum							255.00-
00001 AGRI-AFC LLC	1038858	00135950	12007773	WEED KILLER LAKEVIEW RANGE	08/31/13	233001	97.00-

AGRI-AFC LLC Sum							97.00-
00001 AIR CONDITIONING PARTS &	31707	00135848	12007667	A/C REPR PTS ENGR DEPT	08/31/13	233002	203.51-
00001 AIR CONDITIONING PARTS &	4728 FRT	00136065	12007827	FREIGHT CHGS PO#135964	08/31/13	233002	100.00-
00001 AIR CONDITIONING PARTS &	31788	00135964	12007889	A/C REPR PTS #7 FIRE STA	08/31/13	233002	881.66-

AIR CONDITIONING PARTS & Sum							1,185.17-
00001 AIRGAS USA LLC (NORDAN S	9911636367	00135857	12007620	CYLC RENT 7/13 VARI DEPTS	08/31/13	233003	518.76-
00001 AIRGAS USA LLC (NORDAN S	9018497621	00135880	12007660	MEDICAL OXYGEN FIRE DEPT	08/31/13	233003	48.30-

AIRGAS USA LLC (NORDAN S Sum							567.06-
00001 ALLBRITTON CHAIN SAW & L	27957	00135104	12007672	WEEDEATERS HEALTH DEPT	08/31/13	233005	1,439.88-
00001 ALLBRITTON CHAIN SAW & L	28573	00135901	12007691	MOWER REPR PTS CEMETERY	08/31/13	233005	41.97-

ALLBRITTON CHAIN SAW & L Sum							1,481.85-
00001 AMERICAN PLANNING ASSN-M	REG-SCRUGGS	00135858	12007606	REG-SCRUGGS-WATER WORKSHOP	08/31/13	233006	40.00-
00001 AMERICAN PLANNING ASSN-M	REG-MADDOX 8	00135858	12007607	REG-MADDOX-WATER WORKSHOP	08/31/13	233006	40.00-

AMERICAN PLANNING ASSN-M Sum							80.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 31, 2013

Page 2
Date - 08/28/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 ARE CONSULTANTS INC	130402F	00136119	12007886	SRVS NRCS PRIEST CRK BNK STBL	08/31/13	233007	1,150.00-
ARE CONSULTANTS INC Sum							1,150.00-
00001 AT&T	901M26940440	00201311	12007677	MNTHLY SERV VARI DEPTS	08/31/13	233012	279.75-
AT&T Sum							279.75-
00001 AUTO ARMATURE SERVICE IN 9785		00136128	12007878	BATTERY U#15915 MIKELL-LDC	08/31/13	233013	133.95-
AUTO ARMATURE SERVICE IN Sum							133.95-
00001 AUTO ZONE	0139612782	00134981	12007722	REPR PTS SANIT STOCK	08/31/13	233014	3.98-
00001 AUTO ZONE	0139612805	00134981	12007723	REPR PTS SANIT STOCK	08/31/13	233014	7.96-
00001 AUTO ZONE	0139612801	00135777	12007770	REPR PTS U#9038 POLICE	08/31/13	233014	31.95-
00001 AUTO ZONE	0139623146	00136019	12007796	BOOSTER CABLES ACDMY UNITS	08/31/13	233014	159.76-
AUTO ZONE Sum							203.65-
00001 B & F TACTICAL STORE	282	00134573	12007772	UNIFORMS-FIRE ACADEMY STAFF	08/31/13	233016	1,015.66-
B & F TACTICAL STORE Sum							1,015.66-
00001 BEAVER INDUSTRIES INC	12093	00135831	12007681	CAR CLEAN SUPP POLICE DEPT	08/31/13	233019	212.00-
BEAVER INDUSTRIES INC Sum							212.00-
00001 BELK DEPARTMENT STORE	P93560010DY4	00135706	12007789	CLOTH ALLOW TRAXLER POLICE	08/31/13	233020	494.69-
00001 BELK DEPARTMENT STORE	P9356007300X	00135830	12007790	CLOTH ALLOW SHAPPLEY POLICE	08/31/13	233020	118.71-
BELK DEPARTMENT STORE Sum							613.40-
00001 BEST BUY FOR GOVERNMENT	25522	00135358	12007657	VOICE RECORDERS-MTRCYCLE OFCR	08/31/13	233022	754.88-
BEST BUY FOR GOVERNMENT Sum							754.88-
00001 BIG IRON DIESEL REPAIR L SO1404		00135781	12007724	REPRS U#14407 SANIT	08/31/13	233023	2,209.56-
BIG IRON DIESEL REPAIR L Sum							2,209.56-
00001 BONNER ANALYTICAL TESTIN 52579		00133808	12007890	ASBESTOS SAMPLE 912 ATLANTA	08/31/13	233028	100.00-
BONNER ANALYTICAL TESTIN Sum							100.00-
00001 BRACKMAN MOWER WAREHOUSE	IN0123252	00135834	12007692	REPR PTS U#15241 CEMETERY	08/31/13	233030	46.12-
00001 BRACKMAN MOWER WAREHOUSE	IN0122883	00135571	12007812	PRESSURE WASHER REPR AIRPORT	08/31/13	233030	357.17-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 31, 2013

Page - 3
Date - 08/28/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
BRACKMAN MOWER WAREHOUSE							
Sum							403.29-
00001 BROWN BOTTLING GROUP INC	550958	00135847	12007622	BOTTLED WATER-HAZMAT/TASKFRCE	08/31/13	233031	204.00-
BROWN BOTTLING GROUP INC							
Sum							204.00-
00001 BRYANT, JANA (REFUND)	DAMAGE DEP R	02013723	12007819	DAMAGE DEPOSIT REFUND	08/31/13	233033	300.00-
BRYANT, JANA (REFUND)							
Sum							300.00-
00001 BRYANT, MELISSA (REFUND)	DAMAGE DEP R	02013723	12007820	DAMAGE DEPOSIT REFUND	08/31/13	233034	100.00-
BRYANT, MELISSA (REFUND)							
Sum							100.00-
00001 C SPIRE WIRELESS (CELLUL	7/23/13-8/22	02013731	12007898	CELL PHONE SERV 8/13 VARI DEPT	08/31/13	233036	7,515.02-
C SPIRE WIRELESS (CELLUL							
Sum							7,515.02-
00001 CAMPER CITY OF HATTIESBU	24011	00135911	12007750	TIRES U#14690 CEMETERY	08/31/13	233037	596.00-
00001 CAMPER CITY OF HATTIESBU	24299	00136000	12007893	TIRES U#16239 CEMETERY	08/31/13	233037	836.00-
CAMPER CITY OF HATTIESBU							
Sum							1,432.00-
00001 CARQUEST AUTO PARTS STOR	14758-11641	00135761	12007690	FUEL/OIL FILTERS CEM SHOP	08/31/13	233039	31.69-
00001 CARQUEST AUTO PARTS STOR	14758-11553	00135766	12007705	REPR PTS U#8694 TRAFFIC	08/31/13	233039	92.55-
00001 CARQUEST AUTO PARTS STOR	14758-11453	00135511	12007706	REPR PTS SANIT STOCK	08/31/13	233039	49.20-
00001 CARQUEST AUTO PARTS STOR	14758-11454	00135511	12007707	REPR PTS U#17726 SANIT	08/31/13	233039	30.87-
00001 CARQUEST AUTO PARTS STOR	14758-11455	00135511	12007708	REPR PTS U#10810 TRAFFIC	08/31/13	233039	203.67-
00001 CARQUEST AUTO PARTS STOR	14758-11449	00135776	12007720	REPR PTS U#11947 CONSTR	08/31/13	233039	134.46-
00001 CARQUEST AUTO PARTS STOR	14758-11448	00135776	12007721	REPR PTS U#11434 SANIT	08/31/13	233039	28.04-
CARQUEST AUTO PARTS STOR							
Sum							570.48-
00001 CERTIFIED LABORATORIES	1203334	00135665	12007674	CHEMICALS-CEMETERY	08/31/13	233041	500.70-
CERTIFIED LABORATORIES							
Sum							500.70-
00001 CITY OF HATTIESBURG FUND	TRF 2ND 8/13	02013714	12007696	TRF 2ND 8/13 PAYROLL	08/20/13	18023	1,034,359.34-
CITY OF HATTIESBURG FUND							
Sum							1,034,359.34-
00001 COBURN'S SUPPLY CO INC	606125706	00135676	12007808	PLUMB EQUIP CONSTR DEPT	08/31/13	233046	3,330.79-
COBURN'S SUPPLY CO INC							
Sum							3,330.79-
00001 COLEMAN, MAXINE	TRAVEL REIMB	00135980	12007736	EXPNS COUNTERDRUG TRNG GULFPT	08/31/13	233047	123.80-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 31, 2013

Page - 4
Date - 08/28/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COLEMAN, MAXINE Sum							123.80-
00001 COMCAST CABLEVISION OF H	095776410200	00135933	12007703	BROADBAND SERV #7 FIRE STA	08/31/13	233048	53.02-
COMCAST CABLEVISION OF H Sum							53.02-
00001 COMSOUTH	170936	00135379	12007645	PORTABLE RADIO AIRPORT MAINT	08/31/13	233050	279.00-
COMSOUTH Sum							279.00-
00001 DECOUX, GEORGE E JR (ELE 2013 (ELEC C 02013720			12007765	DECOUX, G (ELECTION COMM)	08/31/13	233055	1,176.00-
00001 DECOUX, GEORGE E JR (ELE 2013 (ELEC C 02013720			12007766	MILEAGE 78 x 0565	08/31/13	233055	44.00-
DECOUX, GEORGE E JR (ELE Sum							1,220.00-
00001 DILLARDS DEPARTMENT STOR P9336006200X		00135657	12007740	CLOTH ALLOW-HOFFER-POLICE	08/31/13	233057	373.25-
00001 DILLARDS DEPARTMENT STOR P9336007600X		00135840	12007741	CLOTH ALLOW WEAVER-HARRIS	08/31/13	233057	255.73-
00001 DILLARDS DEPARTMENT STOR P9336007600X		00135840	12007742	CLOTH ALLOW WEAVER-HARRIS	08/31/13	233057	225.49-
DILLARDS DEPARTMENT STOR Sum							854.47-
00001 DUNAGIN PEST CONTROL(PRE 8763910		00135873	12007652	SENTRICON SERV CITY HALL	08/31/13	233062	86.25-
00001 DUNAGIN PEST CONTROL(PRE 8763926		00135879	12007663	SENTRICON SERV #4 FIRE STA	08/31/13	233062	60.05-
00001 DUNAGIN PEST CONTROL(PRE 8767734		00136084	12007823	SENTRICON SERV TRAIN DEPOT	08/31/13	233062	223.75-
DUNAGIN PEST CONTROL(PRE Sum							370.05-
00001 E S R I (ENVIR SYS RESEA 92694865		00134740	12007804	SOFTWARE MAINT ENGR DEPT	08/31/13	233063	700.00-
E S R I (ENVIR SYS RESEA Sum							700.00-
00001 ECONOMY SUPPLY CO	197423	00135802	12007719	KEY LOCKS CONSTR DEPT OFFICE	08/31/13	233064	590.25-
00001 ECONOMY SUPPLY CO	197762	00135909	12007809	HINGES TRAFFIC/CONSTR OFFICE	08/31/13	233064	35.70-
ECONOMY SUPPLY CO Sum							625.95-
00001 EMERGENCY EQUIPMENT PROF 407548		00135508	12007702	REPR PTS U#14517 FIRE DEPT	08/31/13	233066	4,529.39-
EMERGENCY EQUIPMENT PROF Sum							4,529.39-
00001 FASTENAL COMPANY	MSHAT162533	00135602	12007668	RAINSUITS/BOOTS CONSTR DEPT	08/31/13	233071	49.63-
00001 FASTENAL COMPANY	MSHAT162361	00135373	12007683	RAIN GEAR/VESTS-TRAFFIC EMP	08/31/13	233071	380.54-
00001 FASTENAL COMPANY	161419	00135373	12007816	BAL STMT	08/31/13	233071	3.63
00001 FASTENAL COMPANY	161420	00135373	12007817	BAL STMT	08/31/13	233071	19.97
FASTENAL COMPANY Sum							406.57-

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00001 FORREST CTY CHANCERY COU	RECORDING FE	00136138	12007879	RECORDING FEES LAND CODE	08/31/13	233074	124.00-
FORREST CTY CHANCERY COU Sum							124.00-
00001 FORREST CTY DISTRICT ATT	BAD CHECK FE	02013711	12007725	BAD CHECK RECOVERY FEE	08/31/13	233075	48.50-
FORREST CTY DISTRICT ATT Sum							48.50-
00001 FORREST CTY HEALTH DEPT	HOERNER	00135968	12007734	HEP B VACCINE-HOERNER	08/31/13	233076	44.00-
00001 FORREST CTY HEALTH DEPT	RENEE JOHNSO	00135975	12007735	HEP B VACCINE-JOHNSON	08/31/13	233076	44.00-
FORREST CTY HEALTH DEPT Sum							88.00-
00001 FORREST CTY SCHOOLS (REF	CHRISTINE CL	02013712	12007727	MERCHANT FEE & FINE	08/31/13	233077	50.00-
FORREST CTY SCHOOLS (REF Sum							50.00-
00001 FORREST GENERAL HOSP-PHA	81616	00135853	12007623	JAIL DRUGS 11/12	08/31/13	233078	405.94-
00001 FORREST GENERAL HOSP-PHA	81618	00135853	12007624	JAIL DRUGS 12/12	08/31/13	233078	405.22-
00001 FORREST GENERAL HOSP-PHA	81628	00135853	12007625	JAIL DRUGS 1/13	08/31/13	233078	411.61-
00001 FORREST GENERAL HOSP-PHA	81631	00135853	12007626	JAIL DRUGS 2/13	08/31/13	233078	372.04-
00001 FORREST GENERAL HOSP-PHA	81865	00135853	12007627	JAIL DRUGS 3/13	08/31/13	233078	327.33-
00001 FORREST GENERAL HOSP-PHA	81869	00135853	12007628	JAIL DRUGS 4/30	08/31/13	233078	300.46-
00001 FORREST GENERAL HOSP-PHA	81875	00135853	12007629	JAIL DRUGS 5/13	08/31/13	233078	227.36-
00001 FORREST GENERAL HOSP-PHA	82333	00135853	12007630	JAIL DRUGS 7/13	08/31/13	233078	332.71-
FORREST GENERAL HOSP-PHA Sum							2,782.67-
00001 FUELMAN OF MS	BG127044 NP3	00135956	12007699	FUEL CHGS 8/5-11/13 POLICE	08/31/13	233082	76.78-
00001 FUELMAN OF MS	BG127044 NP3	00136062	12007824	FUEL CHGS 8/12-18/13 POLICE	08/31/13	233082	69.32-
FUELMAN OF MS Sum							146.10-
00001 G & K SERVICES	1035403739	00136063	12007835	UNIFORMS 7/30 SHOP	08/31/13	233086	40.00-
00001 G & K SERVICES	1035405865	00136063	12007836	UNIFORMS 8/06 SHOP	08/31/13	233086	40.36-
00001 G & K SERVICES	1035408018	00136063	12007837	UNIFORMS 8/13 SHOP	08/31/13	233086	41.82-
00001 G & K SERVICES	1035410160	00136063	12007838	UNIFORMS 8/20 SHOP	08/31/13	233086	44.00-
00001 G & K SERVICES	1035403734	00136063	12007839	UNIFORMS 7/30 GO&FS	08/31/13	233086	3.96-
00001 G & K SERVICES	1035405860	00136063	12007840	UNIFORMS 8/06 GO&FS	08/31/13	233086	3.96-
00001 G & K SERVICES	1035408013	00136063	12007841	UNIFORMS 8/13 GO&FS	08/31/13	233086	3.96-
00001 G & K SERVICES	1035410155	00136063	12007842	UNIFORMS 8/20 GO&FS	08/31/13	233086	3.96-
00001 G & K SERVICES	1035403741	00136063	12007843	MOP/MAT 7/30 GO&FS	08/31/13	233086	25.95-
00001 G & K SERVICES	1035405867	00136063	12007844	MOP/MAT 8/06 GO&FS	08/31/13	233086	25.95-
00001 G & K SERVICES	1035408020	00136063	12007845	MOP/MAT 8/13 GO&FS	08/31/13	233086	25.95-
00001 G & K SERVICES	1035410162	00136063	12007846	MOP/MAT 8/20 GO&FS	08/31/13	233086	25.95-
00001 G & K SERVICES	1035403740	00136063	12007847	MOP/MAT 7/30 GO&FS	08/31/13	233086	17.40-
00001 G & K SERVICES	1035405866	00136063	12007848	MOP/MAT 8/06 GO&FS	08/31/13	233086	17.40-
00001 G & K SERVICES	1035408019	00136063	12007849	MOP/MAT 8/13 GO&FS	08/31/13	233086	17.40-
00001 G & K SERVICES	1035410161	00136063	12007850	MOP/MAT 8/20 GO&FS	08/31/13	233086	17.40-
00001 G & K SERVICES	1035403738	00136063	12007851	UNIFORMS 7/30 SANIT	08/31/13	233086	130.78-
00001 G & K SERVICES	1035405864	00136063	12007852	UNIFORMS 8/06 SANIT	08/31/13	233086	130.78-

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00001 G & K SERVICES	1035408017	00136063	12007853	UNIFORMS 8/13 SANIT	08/31/13	233086	130.78-
00001 G & K SERVICES	1035410159	00136063	12007854	UNIFORMS 8/20 SANIT	08/31/13	233086	210.38-
00001 G & K SERVICES	1035403733	00136063	12007855	UNIFORMS 7/30 SANIT	08/31/13	233086	31.66-
00001 G & K SERVICES	1035405859	00136063	12007856	UNIFORMS 8/06 SANIT	08/31/13	233086	195.46-
00001 G & K SERVICES	1035408012	00136063	12007857	UNIFORMS 8/13 SANIT	08/31/13	233086	27.66-
00001 G & K SERVICES	1035410154	00136063	12007858	UNIFORMS 8/20 SANIT	08/31/13	233086	27.66-
00001 G & K SERVICES	1035403737	00136063	12007859	UNIFORMS 7/30 SANIT	08/31/13	233086	128.36-
00001 G & K SERVICES	1035405863	00136063	12007860	UNIFORMS 8/06 SANIT	08/31/13	233086	128.36-
00001 G & K SERVICES	1035408016	00136063	12007861	UNIFORMS 8/13 SANIT	08/31/13	233086	130.18-
00001 G & K SERVICES	1035410158	00136063	12007862	UNIFORMS 8/20 SANIT	08/31/13	233086	132.00-
00001 G & K SERVICES	1035403735	00136063	12007863	UNIFORMS 7/30 SANIT	08/31/13	233086	38.18-
00001 G & K SERVICES	1035405861	00136063	12007864	UNIFORMS 8/06 SANIT	08/31/13	233086	38.18-
00001 G & K SERVICES	1035408014	00136063	12007865	UNIFORMS 8/13 SANIT	08/31/13	233086	38.18-
00001 G & K SERVICES	1035410156	00136063	12007866	UNIFORMS 8/20 SANIT	08/31/13	233086	38.18-
00001 G & K SERVICES	1035403736	00136063	12007867	UNIFORMS 7/30 HEALTH	08/31/13	233086	19.80-
00001 G & K SERVICES	1035405862	00136063	12007868	UNIFORMS 8/06 HEALTH	08/31/13	233086	19.80-
00001 G & K SERVICES	1035408015	00136063	12007869	UNIFORMS 8/13 HEALTH	08/31/13	233086	19.80-
00001 G & K SERVICES	1035410157	00136063	12007870	UNIFORMS 8/20 HEALTH	08/31/13	233086	19.80-
G & K SERVICES							
Sum							1,991.40-
00001 GALL'S INC	000881188	00135582	12007768	CLOTH ALLOW-LANE-POLICE	08/31/13	233087	85.98-
GALL'S INC							
Sum							85.98-
00001 GARNER LUMLEY ELECTRIC S	491101	00135526	12007669	HAND TOOLS U#19101 CONSTR	08/31/13	233089	109.26-
GARNER LUMLEY ELECTRIC S							
Sum							109.26-
00001 GILKEY ELECTRIC SUPPLY C	247927	00135453	12007688	CLEAN OUT SHOVEL CONSTR DEPT	08/31/13	233090	45.00-
GILKEY ELECTRIC SUPPLY C							
Sum							45.00-
00001 GILLILANDS ELECTRONICS S	55405	00135955	12007718	REPLACE PHONE PUBLIC WORKS	08/31/13	233091	315.00-
GILLILANDS ELECTRONICS S							
Sum							315.00-
00001 H'BURG COCA COLA BOTTLIN	56202004265	00136057	12007872	BOTTLED WATER COUNCIL OFFICE	08/31/13	233095	49.00-
H'BURG COCA COLA BOTTLIN							
Sum							49.00-
00001 H'BURG CYCLES INC	1650015	00135575	12007676	MULE REPR PTS CEMETERY	08/31/13	233097	603.41-
00001 H'BURG CYCLES INC	73256	00135947	12007891	MULE REPR PTS CEMETERY	08/31/13	233097	115.70-
H'BURG CYCLES INC							
Sum							719.11-
00001 H'BURG HYDRAULICS INC	52576	00135328	12007710	REPR PTS U#10799 STREET	08/31/13	233098	107.04-
00001 H'BURG HYDRAULICS INC	52577	00135351	12007711	REPR PTS U#18907 STREET	08/31/13	233098	35.93-
00001 H'BURG HYDRAULICS INC	52624	00135775	12007712	REPRS U#17726 SANIT	08/31/13	233098	1,214.54-
00001 H'BURG HYDRAULICS INC	52625	00135775	12007713	REPRS U#16081 SANIT	08/31/13	233098	293.66-

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00001 H'BURG HYDRAULICS INC	52626	00135775	12007714	REPR PTS U#11434 STREET	08/31/13	233098	35.74-
H'BURG HYDRAULICS INC Sum							1,686.91-
00001 HALSEN PRODUCTS COMPANY	0119085-IN	00135593	12007646	RAIN GEAR CEMETERY CREW	08/31/13	233100	518.02-
00001 HALSEN PRODUCTS COMPANY	0119113-IN	00135814	12007689	RAINSUITS CEMETERY CREWS	08/31/13	233100	180.05-
HALSEN PRODUCTS COMPANY Sum							698.07-
00001 HANCOCK BANK TRUST & FIN	08/22/13 DUE	02013717	12007760	MDB 2001 BONDS 12/22/08	08/22/13	18025	2,096.75-
HANCOCK BANK TRUST & FIN Sum							2,096.75-
00001 HEATER MEALS	00031602	00135070	12007825	MEAL KITS RESPONSE TEAMS	08/31/13	233106	1,347.00-
00001 HEATER MEALS	00031602 FRT	00136105	12007877	FREIGHT CHGS PO#135070	08/31/13	233106	174.93-
HEATER MEALS Sum							1,521.93-
00001 HILL, LEROY COFFEE CO IN	13790	00136096	12007873	COFFEE SERV M/ADM	08/31/13	233107	72.63-
HILL, LEROY COFFEE CO IN Sum							72.63-
00001 HOME DEPOT	44625	00135707	12007743	COOLERS-EMER OPER FIRE DEPT	08/31/13	233110	239.70-
00001 HOME DEPOT	44541	00135410	12007746	OFFICE SUPP TRAFFIC DEPT	08/31/13	233110	58.99-
00001 HOME DEPOT	972748	00135451	12007747	PORTABLE A/C UNIT CONSTR DEPT	08/31/13	233110	379.05-
00001 HOME DEPOT	2134503	00135375	12007748	PRESSURE WASHER HOSE SHOP	08/31/13	233110	29.97-
HOME DEPOT Sum							707.71-
00001 HUGHES SUPPLY	S142408266.0	00135996	12007810	A/C FILTERS TRAFF/CONST OFFC	08/31/13	233111	90.50-
HUGHES SUPPLY Sum							90.50-
00001 INDOFF INC	2322903	00135668	12007659	COFFEE MAKER #3 FIRE STA	08/31/13	233114	119.99-
00001 INDOFF INC	2322293	00135633	12007684	PAPER TOWELS PUBLIC WORKS	08/31/13	233114	67.47-
00001 INDOFF INC	2323141	00135721	12007685	PAPER TOWELS PUBLIC WORKS	08/31/13	233114	89.96-
00001 INDOFF INC	2323659	00135721	12007686	OFFICE SUPP PUBLIC WORKS	08/31/13	233114	98.99-
00001 INDOFF INC	2324224	00135721	12007687	OFFICE SUPP PUBLIC WORKS	08/31/13	233114	665.19-
00001 INDOFF INC	2327827	00135941	12007795	OFFICE SUPP P/F ACADEMY	08/31/13	233114	284.10-
00001 INDOFF INC	2327850	00135949	12007798	JANIT SUPP FIRE DEPT	08/31/13	233114	177.84-
00001 INDOFF INC	2327943	00135949	12007799	JANIT SUPP FIRE DEPT	08/31/13	233114	175.76-
00001 INDOFF INC	2322295	00135631	12007802	OFFICE SUPP PUBLIC WORKS	08/31/13	233114	1,039.40-
00001 INDOFF INC	2322303	00135631	12007803	OFFICE SUPP PUBLIC WORKS	08/31/13	233114	57.98-
00001 INDOFF INC	2325133	00135826	12007831	OFFICE/JANIT SUPP PUB WORKS	08/31/13	233114	320.90-
INDOFF INC Sum							3,097.58-
00001 INTERFACE SECURITY SYSTE	16967084	00136152	12007892	SECURITY 9/13 CEM/FORESTRY	08/31/13	233115	31.45-

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INTERFACE SECURITY SYSTE Sum							31.45-
00001 IRBY, STUART C CO	S007716827.0	00135566	12007608	ELEC SUPP-LIGHTS-CITY HALL	08/31/13	233116	70.89-
00001 IRBY, STUART C CO	S007690930.0	00135112	12007636	HAND TOOLS CONSTR DEPT	08/31/13	233116	181.34-
00001 IRBY, STUART C CO	S007690930.0	00135112	12007637	HAND TOOLS CONSTR DEPT	08/31/13	233116	194.29-
00001 IRBY, STUART C CO	S007690930.0	00135112	12007638	HAND TOOLS CONSTR DEPT	08/31/13	233116	14.74-
00001 IRBY, STUART C CO	S007690930.0	00135112	12007639	HAND TOOLS CONSTR DEPT	08/31/13	233116	69.88-
00001 IRBY, STUART C CO	S007734869.0	00135600	12007640	WIRE KADDY U#19101 CONSTR	08/31/13	233116	40.00-
00001 IRBY, STUART C CO	S007728286.0	00135616	12007641	HAND TOOLS CONSTR DEPT	08/31/13	233116	38.71-
00001 IRBY, STUART C CO	S007598865.0	00134254	12007642	ELEC SUPP-DOWNTOWN LIGHTS	08/31/13	233116	19,094.05-
00001 IRBY, STUART C CO	S007598865.0	00134254	12007643	ELEC SUPP-DOWNTOWN LIGHTS	08/31/13	233116	3,180.00-
IRBY, STUART C CO Sum							22,883.90-
00001 KENTWOOD SPRINGWATER	271968	00135958	12007700	DRINKING WATER POLICE DEPT	08/31/13	233123	171.25-
KENTWOOD SPRINGWATER Sum							171.25-
00001 LANCASTER'S MACHINE & WE	21397	00135951	12007704	REPR PTS VARI FIRE UNITS	08/31/13	233128	100.00-
LANCASTER'S MACHINE & WE Sum							100.00-
00001 LAUREL MACHINE & FOUNDRY	454361	00135773	12007782	STEEL SUPP CEMETERY SHOP	08/31/13	233129	78.18-
LAUREL MACHINE & FOUNDRY Sum							78.18-
00001 LAWRENCE PRINTING CO INC	64736	00134754	12007730	TRAFFIC CITATIONS	08/31/13	233130	1,433.11-
LAWRENCE PRINTING CO INC Sum							1,433.11-
00001 LIBERTY FLAG & SPECIALTY	07130204	00135263	12007781	FLAGS FOR CEMETERIES	08/31/13	233131	373.95-
LIBERTY FLAG & SPECIALTY Sum							373.95-
00001 MARRIOTT JACKSON (200 AM HS 121 6739		00135463	12007788	BROWN 8/21-22 UPA TRNG JKSN	08/31/13	233135	77.00-
00001 MARRIOTT JACKSON (200 AM HS 121 6764		00135463	12007815	MCLAUGHLIN 8/21-22 UPA TRNG	08/31/13	233135	77.00-
MARRIOTT JACKSON (200 AM Sum							154.00-
00001 MCCAIN UNIFORMS	261432-1	00130382	12007611	UNIFORM JACKET-SYBERT-POLICE	08/31/13	233137	37.00-
00001 MCCAIN UNIFORMS	262092-1	00134392	12007769	MTRCYCLE BOOTS-HILL-POLICE	08/31/13	233137	310.00-
00001 MCCAIN UNIFORMS	262523-1	00134235	12007875	MTRCYCLE BOOTS-TAPP-POLICE	08/31/13	233137	310.00-
MCCAIN UNIFORMS Sum							657.00-
00001 MCELHANEY PLUMBING INC	210939	00135674	12007644	GAS CANS/SPRAYER AIRPT MAINT	08/31/13	233138	69.85-
00001 MCELHANEY PLUMBING INC	209259	00135984	12007780	TRASH CAN/BROOM AIRPORT SHOP	08/31/13	233138	46.90-
00001 MCELHANEY PLUMBING INC	PO#135920 8/	00135920	12007811	WATER FILTERS TRAFF/CONST OFC	08/31/13	233138	73.80-

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MCELHANEY PLUMBING INC Sum							190.55-
00001 MIKE'S TIRE & WHEEL CO	2169388	00135846	12007797	SPARE TIRES/RIMS HAZMAT TRLRS	08/31/13	233141	334.68-
MIKE'S TIRE & WHEEL CO Sum							334.68-
00001 MISSISSIPPI POWER (BAD C TERRY SIMMON	02013712	12007728	MERCHANT FEE & FINE	08/31/13	233144	155.02-	
MISSISSIPPI POWER (BAD C Sum							155.02-
00001 MITCHELL TOOL SALES & SE	87756	00135714	12007779	HAND TOOLS CONSTR DEPT	08/31/13	233145	142.00-
MITCHELL TOOL SALES & SE Sum							142.00-
00001 MORRIS, SAKALARIOS & BLA CASE# CI10-0	00136008	12007729	SETTLEMENT OF DAMAGES (D RAY)	08/22/13	18024	80,000.00-	
MORRIS, SAKALARIOS & BLA Sum							80,000.00-
00001 MOTOR VEHICLE INSPECTION 1845	00135884	12007666	RENEWAL FEE INSPECT STICKERS	08/31/13	233148	10.00-	
00001 MOTOR VEHICLE INSPECTION 2014 INSPECT	00136150	12007888	INSPECTION STATION FEE 2014	08/31/13	233148	10.00-	
MOTOR VEHICLE INSPECTION Sum							20.00-
00001 MS DEPT OF INFORMATION T IN 601 COH19	02013724	12007818	LONG DISTANCE 8/13 VARI DEPTS	08/31/13	233149	13,562.58-	
00001 MS DEPT OF INFORMATION T IN 601 COZ27	02013730	12007894	NCIC MAINT 8/13 POLICE DEPT	08/31/13	233149	224.00-	
MS DEPT OF INFORMATION T Sum							13,786.58-
00001 MS EMBROIDERY COMPANY	8381	00130633	12007612	K-9 SHIRTS-ROOKE-POLICE	08/31/13	233150	249.00-
00001 MS EMBROIDERY COMPANY	8383	00130685	12007613	TACTICAL SHIRTS-DAVIS-POLICE	08/31/13	233150	258.00-
00001 MS EMBROIDERY COMPANY	8400	00130770	12007614	TACTICAL SHIRTS-DONALD-POLICE	08/31/13	233150	37.00-
00001 MS EMBROIDERY COMPANY	8950	00133097	12007615	BALL CAP-DAVIS-POLICE	08/31/13	233150	20.00-
00001 MS EMBROIDERY COMPANY	8948	00134526	12007616	CAPS.SHIRTS-MTRCYCLE OFFICERS	08/31/13	233150	296.00-
00001 MS EMBROIDERY COMPANY	8457	00131322	12007621	BALL CAPS FIRE RECRUITS	08/31/13	233150	130.00-
00001 MS EMBROIDERY COMPANY	8982	00134958	12007653	EMBROIDER SHIRTS/CAPS POLICE	08/31/13	233150	343.00-
00001 MS EMBROIDERY COMPANY	8984	00135012	12007654	EMBROIDER SHIRTS/CAP CLINTON	08/31/13	233150	131.00-
00001 MS EMBROIDERY COMPANY	9097	00135085	12007655	EMBROIDER SHIRTS-FONTAINE	08/31/13	233150	111.00-
MS EMBROIDERY COMPANY Sum							1,575.00-
00001 MS MUNICIPAL LIABILITY P 4695-A	00135971	12007738	2ND HALF MUN LIABILITY PLAN	08/31/13	233151	233,320.50-	
MS MUNICIPAL LIABILITY P Sum							233,320.50-
00001 MS POWER COMPANY	8/13 GENERAL	00201322	12007822	MNTHLY ELEC-GENERAL	08/31/13	233152	112,817.04-
MS POWER COMPANY							

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Sum							112,817.04-
00001 MYERS UNDERGROUND UTILIT	14233	00134775	12007834	REPLACE DRAIN PIPE MCCALL ST	08/31/13	233154	67,015.00-
MYERS UNDERGROUND UTILIT							
Sum							67,015.00-
00001 NAPA AUTO PARTS	493838	00135567	12007661	SUPP FIRE MECHANIC SHOP	08/31/13	233157	41.73-
00001 NAPA AUTO PARTS	494113	00135713	12007662	REPR PTS U#15064 FIRE DEPT	08/31/13	233157	180.10-
00001 NAPA AUTO PARTS	494679	00136018	12007776	REPR PTS U#13933 FIRE DEPT	08/31/13	233157	55.72-
00001 NAPA AUTO PARTS	494776	00136071	12007829	BATTERY U#14700 FIRE DEPT	08/31/13	233157	34.23-
NAPA AUTO PARTS							
Sum							311.78-
00001 NATL RIFLE ASSN (LEAD)	CD-001 SHAPA	00134282	12007774	MBRSHR RNWL SHAPPLEY	08/31/13	233158	20.00-
NATL RIFLE ASSN (LEAD)							
Sum							20.00-
00001 NEEL-SCHAFER INC	1012681	00136116	12007882	SRVS 7/13 STORMWATER YEAR 11	08/31/13	233160	3,161.08-
00001 NEEL-SCHAFER INC	1012706-FD	00136117	12007883	SRVS 7/13 FACILITY DUDE SETUP	08/31/13	233160	385.70-
NEEL-SCHAFER INC							
Sum							3,546.78-
00001 NEWELL PAPER COMPANY	569369	00135700	12007697	JANIT SUPP POLICE DEPT	08/31/13	233162	1,352.15-
00001 NEWELL PAPER COMPANY	569665	00135700	12007698	JANIT SUPP POLICE DEPT	08/31/13	233162	13.86-
NEWELL PAPER COMPANY							
Sum							1,366.01-
00001 OFFICE DEPOT INC	1600764166	00135591	12007651	COMPUTER EQUIP ACCTG DEPT	08/31/13	233167	69.99-
00001 OFFICE DEPOT INC	1602688994	00135762	12007767	COMPUTER SUPP MPO DEPT	08/31/13	233167	49.99-
00001 OFFICE DEPOT INC	1600764163	00134362	12007787	COMPUTER SUPP MPO DEPT	08/31/13	233167	254.56-
00001 OFFICE DEPOT INC	1601138880	00135677	12007805	SOFTWARE ENGR DEPT	08/31/13	233167	599.98-
00001 OFFICE DEPOT INC	665981249001	00135677	12007806	SOFTWARE ENGR DEPT	08/31/13	233167	899.97-
00001 OFFICE DEPOT INC	666037149001	00134362	12007813	COMPUTER SUPP MPO DEPT	08/31/13	233167	254.56-
00001 OFFICE DEPOT INC	1602739366	00134362	12007814	CREDIT	08/31/13	233167	267.96
00001 OFFICE DEPOT INC	1605330055 &	00135906	12007874	OFFICE SUPP-COLEMAN-N.I.P.	08/31/13	233167	363.80-
OFFICE DEPOT INC							
Sum							2,224.89-
00001 ON-TARGET CHALLENGE INC	9769	00135856	12007826	SHOT MALLETS PT TESTING/TRNG	08/31/13	233168	349.85-
ON-TARGET CHALLENGE INC							
Sum							349.85-
00001 PEANUTS TOWING SERVICE	63890	00135849	12007618	TOWING STOLEN MOTORCYCLE	08/31/13	233172	100.00-
00001 PEANUTS TOWING SERVICE	63936	00135849	12007619	TOWING U#19100 POLICE	08/31/13	233172	65.00-
00001 PEANUTS TOWING SERVICE	63856	00135876	12007664	TOWING U#10810 TRAFFIC	08/31/13	233172	75.00-
PEANUTS TOWING SERVICE							
Sum							240.00-
00001 PEARL RIVER VALLEY EPA (8/13 GENERAL	00201322	12007821	MNTHLY 8/13 PUBLIC SERVICES		08/31/13	233173	494.58-

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PEARL RIVER VALLEY EPA (							
Sum							494.58-
00001 PEARSON VUE	JORDAN 9/20/	00136137	12007880	JORDAN 9/20/13 MECH/PLMB EXAM	08/31/13	233174	210.00-
00001 PEARSON VUE	RICE 9/20/13	00136137	12007881	RICE-9/20/13 RESID BLDG EXAM	08/31/13	233174	160.00-
PEARSON VUE							
Sum							370.00-
00001 PINE BELT OIL COMPANY IN	1011724	00135702	12007648	WEEKLY GASOLINE PUBLIC WORKS	08/31/13	233176	19,815.08-
00001 PINE BELT OIL COMPANY IN	1014394	00135702	12007649	WEEKLY DIESEL PUBLIC WORKS	08/31/13	233176	14,461.81-
00001 PINE BELT OIL COMPANY IN	1012581	00135902	12007785	WEEKLY GASOLINE PUBLIC WORKS	08/31/13	233176	18,048.22-
00001 PINE BELT OIL COMPANY IN	1014417	00135902	12007786	WEEKLY DIESEL PUBLIC WORKS	08/31/13	233176	14,930.55-
PINE BELT OIL COMPANY IN							
Sum							67,255.66-
00001 PITTMAN AUTO TRIM	799850	00135568	12007749	RECOVER MULE SEAT CEMETERY	08/31/13	233179	200.00-
PITTMAN AUTO TRIM							
Sum							200.00-
00001 PLASTIC COMPOSITES COMPA	32381	00135557	12007675	CHAINSAW SCABBARD BUCKET TRK	08/31/13	233180	192.30-
PLASTIC COMPOSITES COMPA							
Sum							192.30-
00001 POLICE EQUIPMENT WORLDWI	4799	00134412	12007876	MTRCYCLE PANTS-HILL-POLICE	08/31/13	233181	520.85-
POLICE EQUIPMENT WORLDWI							
Sum							520.85-
00001 POM INC	26760	00135896	12007783	PARKING METER BATTERIES	08/31/13	233182	66.22-
POM INC							
Sum							66.22-
00001 POWER PLUS INC	20180	00135653	12007693	TRIMMERS-CEMETERY	08/31/13	233187	899.92-
POWER PLUS INC							
Sum							899.92-
00001 PRECISION DELTA CORP	81953	00131463	12007632	TRAINING AMMUNITION-ACADEMY	08/31/13	233188	3,720.00-
00001 PRECISION DELTA CORP	82223	00131463	12007633	TRAINING AMMUNITION-ACADEMY	08/31/13	233188	1,155.00-
00001 PRECISION DELTA CORP	82397	00131463	12007634	TRAINING AMMUNITION-ACADEMY	08/31/13	233188	1,987.50-
PRECISION DELTA CORP							
Sum							6,862.50-
00001 PRO TRAVEL INC	DL/GQXXBN US	00135989	12007731	DUPREES 8/27-28 WASHINGTON	08/31/13	233189	1,103.40-
PRO TRAVEL INC							
Sum							1,103.40-
00001 PUCKETT MACHINERY COMPAN	HB67465	00135960	12007717	BRAKE REPR U#18035 STREET	08/31/13	233191	188.86-

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PUCKETT MACHINERY COMPAN Sum							188.86-
00001 QUILL CORPORATION	4870588	00135837	12007800	OFFICE SUPP TRAFFIC/CONSTR	08/31/13	233193	551.58-
QUILL CORPORATION Sum							551.58-
00001 RJ YOUNG COMPANY	INV16752	00135974	12007887	OFFICE SUPP-COLEMAN-N.I.P,	08/31/13	233196	1,521.16-
RJ YOUNG COMPANY Sum							1,521.16-
00001 SACKS OUTDOOR SUPPLY	17442	00135784	12007771	CLOTH ALLOW-DAVIS-POLICE	08/31/13	233198	400.20-
SACKS OUTDOOR SUPPLY Sum							400.20-
00001 SCOTTS HYDRAULIC SERVICE	15613	00135724	12007635	REPRS U#11428 TRAFFIC	08/31/13	233199	321.96-
SCOTTS HYDRAULIC SERVICE Sum							321.96-
00001 SCRUGGS, DONOVAN	TRAVEL REIMB	00135981	12007737	EXPNS ECO DEV SUMMIT JACKSON	08/31/13	233200	124.39-
SCRUGGS, DONOVAN Sum							124.39-
00001 SHERWIN-WILLIAMS COMPANY	7939-9	00135760	12007762	WALL SEALANT C HALL BREAKROOM	08/31/13	233201	97.25-
SHERWIN-WILLIAMS COMPANY Sum							97.25-
00001 SHOWS DEARMAN & WAITS IN	17617	00136095	12007884	SRVS 8/13 DEBRIS-TORNADO	08/31/13	233204	3,765.00-
00001 SHOWS DEARMAN & WAITS IN	17616	00136099	12007885	SRVS 7/13 DEBRIS-TORNADO	08/31/13	233204	14,140.00-
SHOWS DEARMAN & WAITS IN Sum							17,905.00-
00001 SMITH, JIM SERVICES	817923	00135895	12007665	MULTI SYSTEM TRAFFIC OFFICE	08/31/13	233206	952.50-
SMITH, JIM SERVICES Sum							952.50-
00001 SOLAR SUPPLY INC	3446194	00135875	12007670	A/C SUPP CONSTR DEPT OFFICE	08/31/13	233208	37.31-
00001 SOLAR SUPPLY INC	3446660	00135828	12007794	A/C REPR PTS POLICE DEPT	08/31/13	233208	117.46-
00001 SOLAR SUPPLY INC	3446954	00135992	12007807	HVAC TOOLS CONSTR DEPT	08/31/13	233208	126.81-
00001 SOLAR SUPPLY INC	3447102	00135961	12007828	FURNACE FILTERS #4 FIRE STA	08/31/13	233208	92.92-
SOLAR SUPPLY INC Sum							374.50-
00001 SONIC #39 (BAD CHECK REC ANTHLYN WALK	02013712	12007726	MERCHANT FEE & FINE		08/31/13	233209	41.49-
SONIC #39 (BAD CHECK REC Sum							41.49-

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00001 SOUTHERN PINE ELECTRIC P	8/13 GENERAL	00201322	12007784	MNTHLY 8/13 PUBLIC SERVICES	08/31/13	233211	62.42-
SOUTHERN PINE ELECTRIC P Sum							62.42-
00001 SOUTHERN PIPE & SUPPLY C	6847885-00	00135485	12007671	A/C REPR PTS SANIT DEPT	08/31/13	233212	1,016.63-
00001 SOUTHERN PIPE & SUPPLY C	6900374-00	00135922	12007775	REFRIGERANT #7 FIRE STA	08/31/13	233212	349.95-
SOUTHERN PIPE & SUPPLY C Sum							1,366.58-
00001 SQUAD-FITTERS	0163866-IN	00135297	12007656	MOTORCYCLE COLLAR PINS	08/31/13	233216	162.20-
SQUAD-FITTERS Sum							162.20-
00001 STANDARD OFFICE SUPPLY C	0037062-001	00135711	12007603	OFFICE SUPP M/ADM	08/31/13	233218	744.76-
00001 STANDARD OFFICE SUPPLY C	0036952-001	00135581	12007604	OFFICE SUPP PURCHASING	08/31/13	233218	228.27-
00001 STANDARD OFFICE SUPPLY C	0036952-001	00135736	12007605	ADDL AMT DUE PO#135581	08/31/13	233218	79.98-
00001 STANDARD OFFICE SUPPLY C	0036665-001	00135270	12007609	OFFICE SUPP POLICE DEPT	08/31/13	233218	1,298.16-
00001 STANDARD OFFICE SUPPLY C	0036838-001	00135427	12007610	SUPP/COPY PAPER POLICE DEPT	08/31/13	233218	247.95-
00001 STANDARD OFFICE SUPPLY C	0037122-001	00134067	12007647	CREDIT	08/31/13	233218	292.50
00001 STANDARD OFFICE SUPPLY C	0037061-001	00135703	12007650	OFFICE SUPP MUN CLERK	08/31/13	233218	161.42-
00001 STANDARD OFFICE SUPPLY C	0037181-001	00135833	12007679	OFFICE SUPP POLICE DEPT	08/31/13	233218	248.14-
00001 STANDARD OFFICE SUPPLY C	0037248-001	00135833	12007680	OFFICE SUPP POLICE DEPT	08/31/13	233218	18.00-
00001 STANDARD OFFICE SUPPLY C	0037246-001	00135863	12007732	OFFICE SUPP ACCTG DEPT	08/31/13	233218	606.92-
00001 STANDARD OFFICE SUPPLY C	0037275-001	00135923	12007739	OFFICE SUPP POLICE DEPT	08/31/13	233218	94.75-
00001 STANDARD OFFICE SUPPLY C	0037185-001	00135863	12007751	OFFICE SUPP POLICE DEPT	08/31/13	233218	269.50-
00001 STANDARD OFFICE SUPPLY C	0037346-001	00135863	12007752	CREDIT	08/31/13	233218	269.50
00001 STANDARD OFFICE SUPPLY C	0037435-001	00136034	12007871	OFFICE SUPP COUNCIL	08/31/13	233218	93.51-
STANDARD OFFICE SUPPLY C Sum							3,529.36-
00001 STATE FIRE ACADEMY	21047 JORDAN	00135915	12007682	CANCEL FEE-JORDAN 8/12/13	08/31/13	233219	30.00-
STATE FIRE ACADEMY Sum							30.00-
00001 SUNBELT FIRE INC	102733	00135997	12007745	ELEC REPRS U#13560 FIRE DEPT	08/31/13	233220	1,048.24-
SUNBELT FIRE INC Sum							1,048.24-
00001 TLO LLC	362606 2/01/	00135959	12007701	ONLINE SEARCHES 1/13 POLICE	08/31/13	233223	111.75-
TLO LLC Sum							111.75-
00001 UCP FINANCIAL EQUIPMENT	082113-B	00135991	12007733	CHECK SIGNER RIBBONS ACCTG	08/31/13	233226	74.50-
UCP FINANCIAL EQUIPMENT Sum							74.50-
00001 UNDERWOOD'S SMALL ENGINE	839725	00136013	12007777	BACKPACK BLOWER REPR #6 FIRE	08/31/13	233227	151.44-
UNDERWOOD'S SMALL ENGINE							

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Sum							151.44-
00001 UNITED PARCEL SERVICE IN	00008E1Y1532	00135872	12007658	SHIPPING FEES 7/13/13 POLICE	08/31/13	233229	1.41-
UNITED PARCEL SERVICE IN							1.41-
Sum							1.41-
00001 VERIZON WIRELESS	942014683-00	00135918	12007678	WIRELESS 7/2-8/1/13 POLICE	08/31/13	233233	1,504.35-
VERIZON WIRELESS							1,504.35-
Sum							1,504.35-
00001 VULCAN SIGNS	240276	00135442	12007631	STREET MARKERS TORNADO DAMAGE	08/31/13	233235	1,142.35-
00001 VULCAN SIGNS	240795	00135441	12007778	NO PARKING BIKE LANE SIGNS	08/31/13	233235	109.20-
00001 VULCAN SIGNS	240870	00134848	12007801	NO PARKING SIGNS TRAFF STOCK	08/31/13	233235	618.00-
VULCAN SIGNS							1,869.55-
Sum							1,869.55-
00001 WAL-MART STORES INC	006423	00135709	12007753	HEALTHY HOMETOWN ITEMS	08/31/13	233237	94.94-
00001 WAL-MART STORES INC	009423	00134702	12007754	SCHOOL SUPP NATL NIGHT OUT	08/31/13	233237	1,092.80-
00001 WAL-MART STORES INC	000603	00134935	12007755	NATL NIGHT OUT KICKOFF SUPP	08/31/13	233237	134.19-
00001 WAL-MART STORES INC	009602	00134379	12007756	SENIOR FAIR SUPP	08/31/13	233237	21.74-
00001 WAL-MART STORES INC	009417	00134492	12007757	HAZMAT/RESPONSE TEAM SUPP	08/31/13	233237	199.88-
00001 WAL-MART STORES INC	009602 CREDI	00134492	12007758	CREDIT	08/31/13	233237	21.74
00001 WAL-MART STORES INC	009916	00134935	12007761	NATL NIGHT OUT KICKOFF SUPP	08/31/13	233237	17.50-
WAL-MART STORES INC							1,539.31-
Sum							1,539.31-
00001 WASTE MANAGEMENT OF SOUT	0006752-2526	00136085	12007832	REFUSE DISPOSAL 7/1-15 SANIT	08/31/13	233240	12,043.90-
00001 WASTE MANAGEMENT OF SOUT	0006827-2526	00136086	12007833	REFUSE DISPOSAL 8/1-15 SANIT	08/31/13	233240	8,548.98-
WASTE MANAGEMENT OF SOUT							20,592.88-
Sum							20,592.88-
00001 WATCH GUARD VIDEO	4REINV000172	00135851	12007617	MIC TRANSMITTER	08/31/13	233241	353.00-
WATCH GUARD VIDEO							353.00-
Sum							353.00-
00001 WATERS INTERNATIONAL TRU	8-232330076	00135962	12007744	REPR PTS U#13933 FIRE DEPT	08/31/13	233242	312.61-
00001 WATERS INTERNATIONAL TRU	8-232380043	00135994	12007830	FIRE MECHANIC SHOP SUPPLIES	08/31/13	233242	215.36-
WATERS INTERNATIONAL TRU							527.97-
Sum							527.97-
00001 WATTS BROTHERS TRACTOR C	149974	00135636	12007673	TIRE REPR U#12969 AIRPT MAINT	08/31/13	233243	187.62-
00001 WATTS BROTHERS TRACTOR C	149979	00135723	12007709	WEEDEATER REPR PTS STREET	08/31/13	233243	13.38-
WATTS BROTHERS TRACTOR C							201.00-
Sum							201.00-
00001 WILLMUT GAS & OIL COMPAN	8/13 GENERAL	00201322	12007759	MNTHLY GAS-GENERAL	08/31/13	233247	106.31-
WILLMUT GAS & OIL COMPAN							106.31-
Sum							106.31-

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						1,765,040.00-

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PARKS & RECREATION FUND							
00002 AGRI-AFC LLC	1038729	00135843	12002136	FERTILIZER CAMERON FIELD	08/31/13	233001	37.00-
AGRI-AFC LLC							
Sum							37.00-
00002 AIRGAS USA LLC (NORDAN S	9018370073	00135235	12002181	HELIUM FOR CITY WIDE USE	08/31/13	233003	294.32-
AIRGAS USA LLC (NORDAN S							
Sum							294.32-
00002 AUTO ARMATURE SERVICE IN	9806	00135808	12002138	BATTERY U#16977 GRNDS MAINT	08/31/13	233013	59.95-
00002 AUTO ARMATURE SERVICE IN	9849	00135912	12002154	REPR PTS-SAND PRO	08/31/13	233013	169.95-
00002 AUTO ARMATURE SERVICE IN	10064	00136066	12002197	MOWER BATTERY U#17714	08/31/13	233013	48.95-
AUTO ARMATURE SERVICE IN							
Sum							278.85-
00002 AUTOMOTIVE GLASS SPECIAL	I144212	00135842	12002190	DOOR GLASS REPR U#11961	08/31/13	233015	78.00-
AUTOMOTIVE GLASS SPECIAL							
Sum							78.00-
00002 BENNETT'S LOCK & KEY SHO	62658(B)	00136058	12002184	ADDL AMT DUE PO#135982	08/31/13	233021	100.00-
00002 BENNETT'S LOCK & KEY SHO	62658	00135982	12002185	LOCK REPRS/LOCKS/KEYS-PARKS	08/31/13	233021	253.76-
BENNETT'S LOCK & KEY SHO							
Sum							353.76-
00002 BOND, MARK	OFFICIAL 8/1	02013728	12002201	OFFICIAL-ADULT SOFTBALL	08/31/13	233027	14.00-
BOND, MARK							
Sum							14.00-
00002 BRACKMAN MOWER WAREHOUSE	IN0123101	00135801	12002139	REPRS U#16979 GRNDS MAINT	08/31/13	233030	219.47-
00002 BRACKMAN MOWER WAREHOUSE	0123116	00135815	12002140	AGRI EQUIP REPR PTS	08/31/13	233030	254.45-
00002 BRACKMAN MOWER WAREHOUSE	IN0123063	00135717	12002146	REPRS U#17998 GRNDS MAINT	08/31/13	233030	201.68-
00002 BRACKMAN MOWER WAREHOUSE	IN0123064	00135717	12002147	REPRS U#17085 GRNDS MAINT	08/31/13	233030	375.00-
00002 BRACKMAN MOWER WAREHOUSE	IN0123065	00135717	12002148	MOWER REPR GRNDS MAINT	08/31/13	233030	73.49-
00002 BRACKMAN MOWER WAREHOUSE	IN0123066	00135717	12002149	REPRS U#14980 GRNDS MAINT	08/31/13	233030	50.00-
00002 BRACKMAN MOWER WAREHOUSE	IN0123067	00135717	12002150	REPRS U#17714 GRNDS MAINT	08/31/13	233030	23.50-
00002 BRACKMAN MOWER WAREHOUSE	IN01233014	00135891	12002155	REPRS U#16978 GRNDS MAINT	08/31/13	233030	745.21-
00002 BRACKMAN MOWER WAREHOUSE	IN0123307	00135898	12002156	AGRI EQUIP PTS/REPRS	08/31/13	233030	228.65-
00002 BRACKMAN MOWER WAREHOUSE	IN0123308	00135899	12002163	REPRS U#15517 GRNDS MAINT	08/31/13	233030	898.82-
00002 BRACKMAN MOWER WAREHOUSE	IN0123231	00135888	12002187	LABOR CHGS U#17705	08/31/13	233030	240.00-
00002 BRACKMAN MOWER WAREHOUSE	IN0123544	00135888	12002188	REPRS U#17705 GRNDS MAINT	08/31/13	233030	340.21-
00002 BRACKMAN MOWER WAREHOUSE	IN0123472	00136007	12002189	REPR PTS U#17997	08/31/13	233030	477.59-
00002 BRACKMAN MOWER WAREHOUSE	IN0122473	00135021	12002193	ALL TERRAIN MOWER	08/31/13	233030	11,314.00-
00002 BRACKMAN MOWER WAREHOUSE	0123577	00136076	12002198	REPRS U#17561 GRNDS MAINT	08/31/13	233030	244.42-
00002 BRACKMAN MOWER WAREHOUSE	0123579	00136080	12002199	REPRS U#16978 GRNDS MAINT	08/31/13	233030	39.00-
BRACKMAN MOWER WAREHOUSE							
Sum							15,725.49-
00002 C SPIRE WIRELESS (CELLUL	7/23/13-8/22	02013731	12002213	CELL PHONE SERV 8/13 PKS/REC	08/31/13	233036	198.64-
C SPIRE WIRELESS (CELLUL							

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Sum							198.64-
00002 CARQUEST AUTO PARTS STOR	14758-11451	00135475	12002167	REPR PTS U#18569 GRNDS MAINT	08/31/13	233039	8.10-
00002 CARQUEST AUTO PARTS STOR	14758-11452	00135475	12002168	REPR PTS U#18559 GRNDS MAINT	08/31/13	233039	14.88-
CARQUEST AUTO PARTS STOR							
Sum							22.98-
00002 CITY OF HATTIESBURG FUND TRF 2ND 8/13	02013714	12002166	TRF 2ND 8/13	PAYROLL	08/20/13	36573	54,732.47-
CITY OF HATTIESBURG FUND							
Sum							54,732.47-
00002 COMMERCIAL STATIONERY CO	347932-0	00135565	12002152	COPY PAPER MCNAIR/SIGLER	08/31/13	233049	231.00-
COMMERCIAL STATIONERY CO							
Sum							231.00-
00002 DIAMOND G REPAIRS	170253	00135658	12002142	REPR SOCCER GOALS TATUM PARK	08/31/13	233056	3,000.00-
DIAMOND G REPAIRS							
Sum							3,000.00-
00002 DIXON, TIMOTHY	OFFICIAL 8/1	02013728	12002202	OFFICIAL-ADULT SOFTBALL	08/31/13	233059	34.00-
DIXON, TIMOTHY							
Sum							34.00-
00002 ECONOMY SUPPLY CO	198609	00136068	12002194	LUMBER-BENCH REPR VETERANS PK	08/31/13	233064	33.60-
ECONOMY SUPPLY CO							
Sum							33.60-
00002 ELKINS WHOLESALE INC	182363-00	00135381	12002133	JANIT SUPP GRNDS MAINT	08/31/13	233065	166.93-
00002 ELKINS WHOLESALE INC	182363-01	00135381	12002134	JANIT SUPP GRNDS MAINT	08/31/13	233065	83.55-
00002 ELKINS WHOLESALE INC	183456-00	00135865	12002135	JANIT SUPP GRNDS MAINT	08/31/13	233065	495.06-
ELKINS WHOLESALE INC							
Sum							745.54-
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 8/1	02013728	12002203	OFFICIAL-ADULT SOFTBALL	08/31/13	233068	85.00-
ESTERS, WILLARD (BUTCH)							
Sum							85.00-
00002 H'BURG CONVENTION COMMIS	E06049	00135881	12002153	SENIOR PROM EVENT 5/21/13	08/31/13	233096	4,355.00-
H'BURG CONVENTION COMMIS							
Sum							4,355.00-
00002 HARTFIELD, JOE	OFFICIAL 8/1	02013728	12002204	OFFICIAL-ADULT SOFTBALL	08/31/13	233103	305.00-
HARTFIELD, JOE							
Sum							305.00-
00002 IRBY, STUART C CO	S007709806.0	00135372	12002182	ELEC SERV REPR EASTSIDE PARK	08/31/13	233116	231.52-
00002 IRBY, STUART C CO	S007742551.0	00135710	12002183	ELEC SUPP-LIGHTS-WALK TRAILS	08/31/13	233116	406.34-

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IRBY, STUART C CO Sum							637.86-
00002 JACKSON, ROOSEVELT III	123150	00135935	12002191	PRESS WASH TATUM TENNIS CRTS	08/31/13	233118	1,500.00-
JACKSON, ROOSEVELT III Sum							1,500.00-
00002 JONES, ANN	PETTY CASH 8	00136134	12002195	PETTY CASH GRNDS MAINT	08/31/13	233121	97.39-
JONES, ANN Sum							97.39-
00002 KEYS, MECHEKA	SPORTS SERVS	02013729	12002207	SPORTS SUPPORT SERVICES	08/31/13	233125	28.00-
KEYS, MECHEKA Sum							28.00-
00002 KIRKSEY, NANCY JONES	SPORTS SERVS	02013729	12002208	SPORTS SUPPORT SERVICES	08/31/13	233126	400.00-
KIRKSEY, NANCY JONES Sum							400.00-
00002 LAMAR AUTO SALVAGE INC	65227	00135380	12002196	TAILGATE U#13130 GRNDS MAINT	08/31/13	233127	350.00-
LAMAR AUTO SALVAGE INC Sum							350.00-
00002 LANCASTER'S MACHINE & WE	21376	00135663	12002143	POWER DRILL REPAIR	08/31/13	233128	55.00-
LANCASTER'S MACHINE & WE Sum							55.00-
00002 MAACO COLLISION REPAIR & 15980(A)		00135577	12002161	REPRS U#11212 GRNDS MAINT	08/31/13	233133	2,064.62-
00002 MAACO COLLISION REPAIR & 15980(B)		00135887	12002162	ADDL AMT DUE PO#135577	08/31/13	233133	305.90-
MAACO COLLISION REPAIR & Sum							2,370.52-
00002 MID SOUTH GLASS INC	0039271	00135874	12002144	GLASS RPLCMNT JAYCEE PARK	08/31/13	233140	104.00-
MID SOUTH GLASS INC Sum							104.00-
00002 MIKE'S TIRE & WHEEL CO	2169144	00135809	12002141	TUBES U#15516 GRNDS MAINT	08/31/13	233141	14.46-
MIKE'S TIRE & WHEEL CO Sum							14.46-
00002 MILLENNIUM MUSIC CENTER	PO#133575 8/	00133575	12002164	SOUND EQUIP CE ROY TORNADO	08/31/13	233142	2,506.00-
MILLENNIUM MUSIC CENTER Sum							2,506.00-
00002 MOORE'S LOCK AND KEY LLC	14328	00135878	12002145	LOCK REPR TATUM SOCCER CNCESS	08/31/13	233147	102.50-

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MOORE'S LOCK AND KEY LLC							
Sum							102.50-
00002 MS POWER COMPANY	8/13 PKS/REC	00201322	12002186	MNTHLY ELEC-PARKS & REC	08/31/13	233152	14,015.70-
MS POWER COMPANY							
Sum							14,015.70-
00002 NEWELL PAPER COMPANY	569594	00135813	12002177	WASP SPRAY GRNDS MAINT	08/31/13	233162	144.00-
NEWELL PAPER COMPANY							
Sum							144.00-
00002 PATE, JERRY TURF & IRRIG	I1670376	00135696	12002157	SAND PRO RPLCMNT PARTS	08/31/13	233169	257.04-
00002 PATE, JERRY TURF & IRRIG	I1670609	00135696	12002158	SAND PRO RPLCMNT PARTS	08/31/13	233169	65.88-
00002 PATE, JERRY TURF & IRRIG	I1670376 FRT	00135910	12002159	FREIGHT CHGS PO#135696	08/31/13	233169	12.98-
00002 PATE, JERRY TURF & IRRIG	I1670609 FRT	00135910	12002160	FREIGHT CHGS PO#135696	08/31/13	233169	8.81-
PATE, JERRY TURF & IRRIG							
Sum							344.71-
00002 PINE BELT TROPHY	PO#135907 8/	00135907	12002165	PLAQUES DIXIE BOYS SERIES	08/31/13	233177	114.15-
PINE BELT TROPHY							
Sum							114.15-
00002 PIONEER MANUFACTURING CO	INV489850	00135985	12002200	PAINT STRIPER REPR PTS	08/31/13	233178	109.45-
PIONEER MANUFACTURING CO							
Sum							109.45-
00002 POWELL, RANDY	SPORTS SERV	02013729	12002209	SPORTS SUPPORT SERVICES	08/31/13	233186	42.00-
POWELL, RANDY							
Sum							42.00-
00002 SOUTHEASTERN CONCRETE CO	11104	00135117	12002169	CONCRETE TMBRTN SB WALKWAY	08/31/13	233210	157.00-
00002 SOUTHEASTERN CONCRETE CO	11149	00135117	12002170	CONCRETE TMBRTN SB WALKWAY	08/31/13	233210	157.00-
00002 SOUTHEASTERN CONCRETE CO	11167	00135117	12002171	CONCRETE TMBRTN SB WALKWAY	08/31/13	233210	157.00-
00002 SOUTHEASTERN CONCRETE CO	11208	00135117	12002172	CONCRETE TMBRTN SB WALKWAY	08/31/13	233210	235.50-
00002 SOUTHEASTERN CONCRETE CO	11254	00135117	12002173	CONCRETE TMBRTN SB WALKWAY	08/31/13	233210	235.50-
00002 SOUTHEASTERN CONCRETE CO	11274	00135117	12002174	CONCRETE TMBRTN SB WALKWAY	08/31/13	233210	157.00-
00002 SOUTHEASTERN CONCRETE CO	11464	00135117	12002175	CONCRETE TMBRTN SB WALKWAY	08/31/13	233210	78.50-
00002 SOUTHEASTERN CONCRETE CO	11464 (B)	00135594	12002178	CONCRETE TMBRTN SB WALKWAY	08/31/13	233210	196.25-
00002 SOUTHEASTERN CONCRETE CO	11515	00135594	12002179	CONCRETE TMBRTN SB WALKWAY	08/31/13	233210	235.50-
SOUTHEASTERN CONCRETE CO							
Sum							1,609.25-
00002 SPEEDY PRINTING & SIGNS	18389	00135642	12002151	VINYL LETTERS-MOWERS	08/31/13	233215	44.50-
SPEEDY PRINTING & SIGNS							
Sum							44.50-
00002 TROTTER, WILLIE	OFFICIAL 8/1	02013728	12002205	OFFICIAL-ADULT SOFTBALL	08/31/13	233224	34.00-
TROTTER, WILLIE							

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PAYROLL FUND							
00006 ADVANCED RECOVERY SYSTEM	9963	02013207	12000749	GARNISHMENT	08/26/13	18041	193.60-
ADVANCED RECOVERY SYSTEM							
Sum							193.60-
00006 ASSURANCE CREDIT CORP (G	3629	02013207	12000757	GARNISHMENT	08/26/13	18049	24.20-
ASSURANCE CREDIT CORP (G							
Sum							24.20-
00006 AUTOMATED COLLECTION SER	5257	02013207	12000747	GARNISHMENT	08/26/13	18039	151.26-
AUTOMATED COLLECTION SER							
Sum							151.26-
00006 CHECK EXCHANGE (GARN)	1885	02013207	12000744	GARNISHMENT	08/26/13	18036	413.49-
CHECK EXCHANGE (GARN)							
Sum							413.49-
00006 CHILD SUPPORT ENFORCEMEN	3871	02013212	12000765	CHILD SUPPORT	08/27/13	18057	200.00-
CHILD SUPPORT ENFORCEMEN							
Sum							200.00-
00006 FAMILY SUPPORT PAYMENT C	9865	02013212	12000768	CHILD SUPPORT	08/27/13	18060	1,063.42-
FAMILY SUPPORT PAYMENT C							
Sum							1,063.42-
00006 FIRST HERITAGE CREDIT (G	9891	02013207	12000748	GARNISHMENT	08/26/13	18040	41.62-
FIRST HERITAGE CREDIT (G							
Sum							41.62-
00006 FORREST CTY CHANCERY COU	08/2013	02013208	12000738	CHILD SUPPORT	08/26/13	18030	967.00-
FORREST CTY CHANCERY COU							
Sum							967.00-
00006 FORREST CTY CIRCUIT COUR	8772	02013207	12000756	GARNISHMENT	08/26/13	18048	407.40-
FORREST CTY CIRCUIT COUR							
Sum							407.40-
00006 GAYLE SMITH	4645	02013212	12000769	CHILD SUPPORT	08/27/13	18061	302.38-
GAYLE SMITH							
Sum							302.38-
00006 GREAT LAKES HIGHER EDUCA	1583	02013207	12000743	GARNISHMENT	08/26/13	18035	12.12-
GREAT LAKES HIGHER EDUCA							
Sum							12.12-
00006 H F S RECOVERY (GARN)	5621,0906	02013207	12000745	GARNISHMENT	08/26/13	18037	414.17-

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H F S RECOVERY (GARN) Sum							414.17-
00006 HENLEY, LOTTERHOS & HENL	9998,5994,76	02013207	12000740	GARNISHMENT	08/26/13	18032	481.96-
HENLEY, LOTTERHOS & HENL Sum							481.96-
00006 INTERNAL REVENUE SERVICE	2081	02013210	12000777	GARNISHMENT	08/27/13	18069	100.00-
00006 INTERNAL REVENUE SERVICE	9245	02013210	12000778	GARNISHMENT	08/27/13	18070	50.00-
INTERNAL REVENUE SERVICE Sum							150.00-
00006 INTERNAL REVENUE SERVICE	9998	02013210	12000772	GARNISHMENT	08/27/13	18064	50.00-
00006 INTERNAL REVENUE SERVICE	2753	02013210	12000773	GARNISHMENT	08/27/13	18065	100.00-
00006 INTERNAL REVENUE SERVICE	0579	02013210	12000774	GARNISHMENT	08/27/13	18066	100.00-
00006 INTERNAL REVENUE SERVICE	6062	02013210	12000775	GARNISHMENT	08/27/13	18067	100.00-
00006 INTERNAL REVENUE SERVICE	6809	02013210	12000776	GARNISHMENT	08/27/13	18068	100.00-
INTERNAL REVENUE SERVICE Sum							450.00-
00006 JOHN R REEVES PC (CHILD	6464	02013212	12000767	CHILD SUPPORT	08/27/13	18059	150.00-
JOHN R REEVES PC (CHILD Sum							150.00-
00006 LAMAR CTY CHANCERY CLERK	0935	02013212	12000763	CHILD SUPPORT	08/27/13	18055	540.00-
LAMAR CTY CHANCERY CLERK Sum							540.00-
00006 MARYLAND CHILD SUPPORT A	9864	02013212	12000766	CHILD SUPPORT	08/27/13	18058	307.50-
MARYLAND CHILD SUPPORT A Sum							307.50-
00006 MENDELSON LAW FIRM (GARN	9865,1058	02013207	12000759	GARNISHMENT	08/26/13	18051	169.69-
MENDELSON LAW FIRM (GARN Sum							169.69-
00006 NC CHILD SUPPORT CENTRAL	7589	02013212	12000764	CHILD SUPPORT	08/27/13	18056	220.00-
NC CHILD SUPPORT CENTRAL Sum							220.00-
00006 PARNELL & CRUMB PA (GARN	8778	02013207	12000754	GARNISHMENT	08/26/13	18046	135.04-
PARNELL & CRUMB PA (GARN Sum							135.04-
00006 PIPPY REAL ESTATE LLC	6809	02013207	12000741	GARNISHMENT	08/26/13	18033	161.70-
PIPPY REAL ESTATE LLC							

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WATER & SEWER OPERATION/MAINT. 00009 ADVANCED JANITORIAL SERV	20070 WTR OF	00136012	12001683	SERV 8/13 WATER OFFICE	08/31/13	232999	495.00-
ADVANCED JANITORIAL SERV Sum							495.00-
00009 AUTO ARMATURE SERVICE IN	9890	00136009	12001688	ALTERNATOR U#14142 SEWER	08/31/13	233013	139.95-
AUTO ARMATURE SERVICE IN Sum							139.95-
00009 AUTO ZONE	0139612781	00135094	12001676	REPR PTS U#11060 TRANS	08/31/13	233014	44.54-
AUTO ZONE Sum							44.54-
00009 BLOSSMAN GAS INC	314953	00136060	12001690	PROPANE PLANT FORKLIFT	08/31/13	233025	66.00-
BLOSSMAN GAS INC Sum							66.00-
00009 BONNER ANALYTICAL TESTIN	53224	00136158	12001712	REPEAT 8/13 N & S LAGOONS	08/31/13	233028	161.50-
BONNER ANALYTICAL TESTIN Sum							161.50-
00009 BRUNINI	190803	00136089	12001702	SRVS SEWER TRTMNT ISSUES	08/31/13	233032	3,366.00-
00009 BRUNINI	190801	00136089	12001703	SERVS USA YEAST MDEQ ISSUES	08/31/13	233032	165.00-
00009 BRUNINI	190802	00136089	12001704	SERVS GULF RESTORATION V CITY	08/31/13	233032	14,441.77-
BRUNINI Sum							17,972.77-
00009 C SPIRE WIRELESS (CELLUL	7/23/13-8/22	02013731	12001713	CELL PHONE SERV 8/13 W&SO&M	08/31/13	233036	225.03-
C SPIRE WIRELESS (CELLUL Sum							225.03-
00009 CAMPER CITY OF HATTIESBU	23957	00135820	12001659	WINCH CABLE SEWER DEPT	08/31/13	233037	170.00-
CAMPER CITY OF HATTIESBU Sum							170.00-
00009 CARQUEST AUTO PARTS STOR	14758-11422	00135821	12001660	REPR PTS U#13081/TRAILER-SWR	08/31/13	233039	90.32-
00009 CARQUEST AUTO PARTS STOR	14758-11456	00135409	12001693	BRAKE REPR PTS SEWER DEPT	08/31/13	233039	139.86-
00009 CARQUEST AUTO PARTS STOR	14758-12046	00136011	12001708	REPR PTS VARI SEWER UNITS	08/31/13	233039	60.76-
CARQUEST AUTO PARTS STOR Sum							290.94-
00009 CENTRAL PIPE SUPPLY INC	R91464	00134699	12001672	PLUMB SUPP SEWER STOCK	08/31/13	233040	248.78-
00009 CENTRAL PIPE SUPPLY INC	R91601	00134699	12001673	PLUMB SUPP SEWER STOCK	08/31/13	233040	450.00-
00009 CENTRAL PIPE SUPPLY INC	R93244	00135131	12001680	FULL CIRCLE CLAMPS-SEWER DEPT	08/31/13	233040	40.30-
00009 CENTRAL PIPE SUPPLY INC	R93863	00135131	12001681	CREDIT RETURN	08/31/13	233040	40.30-
00009 CENTRAL PIPE SUPPLY INC	R93917	00135855	12001692	PIPE SUPP SEWER DEPT	08/31/13	233040	1,864.80-
00009 CENTRAL PIPE SUPPLY INC	R93718	00135652	12001710	PLUMB SUPP TRANS DEPT	08/31/13	233040	736.00-
00009 CENTRAL PIPE SUPPLY INC	R94287	00135652	12001711	PLUMB SUPP TRANS DEPT	08/31/13	233040	682.00-

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CENTRAL PIPE SUPPLY INC							
Sum							3,981.58-
00009 CHAIN ELECTRIC COMPANY	26072	00136055	12001691	REPR WELL PUMPS PLT #2	08/31/13	233042	193.50-
00009 CHAIN ELECTRIC COMPANY	26075	00136103	12001707	CHECK GENERATOR #2 WTR PLANT	08/31/13	233042	1,216.94-
CHAIN ELECTRIC COMPANY							
Sum							1,410.44-
00009 CITY OF HATTIESBURG FUND	TRF 2ND 8/13	02013714	12001675	TRF 2ND 8/13 PAYROLL	08/20/13	21691	99,202.13-
CITY OF HATTIESBURG FUND							
Sum							99,202.13-
00009 COBURN'S SUPPLY CO INC	606126737	00135654	12001669	PLUMB SUPP TRANS STOCK	08/31/13	233046	709.54-
00009 COBURN'S SUPPLY CO INC	606133957	00135727	12001670	PLUMB SUPP TRANS STOCK	08/31/13	233046	450.00-
COBURN'S SUPPLY CO INC							
Sum							1,159.54-
00009 COVINGTON SALES & SERVIC	62081	00136027	12001694	REPR PTS U#18897 SEWER	08/31/13	233051	31.35-
COVINGTON SALES & SERVIC							
Sum							31.35-
00009 D P C ENTERPRISES LP	212001652-13	00135365	12001654	CHEMICALS WATER PLANT	08/31/13	233053	3,300.00-
00009 D P C ENTERPRISES LP	212001673-13	00135484	12001655	CHEMICALS WATER PLANT	08/31/13	233053	1,164.00-
00009 D P C ENTERPRISES LP	212001674-13	00135484	12001656	CHEMICALS-WATER PLANT	08/31/13	233053	1,164.00-
D P C ENTERPRISES LP							
Sum							5,628.00-
00009 DIXIE COMMUNITY UTILITY	SEWER BILLIN	00135987	12001678	SEWER BILLING REPORT 7/13	08/31/13	233058	229.50-
DIXIE COMMUNITY UTILITY							
Sum							229.50-
00009 DUKE'S ROOT CONTROL	9456	00135943	12001695	ROOT KILLER SEWER DEPT	08/31/13	233061	1,667.31-
DUKE'S ROOT CONTROL							
Sum							1,667.31-
00009 DUNAGIN PEST CONTROL(PRE	8763947	00135873	12001663	SENTRICON SERV WATER OFFICE	08/31/13	233062	73.75-
DUNAGIN PEST CONTROL(PRE							
Sum							73.75-
00009 EMPIRE TRUCK SALES (H'BU	RE00617122:0	00135219	12001674	REPRS U#7435 SEWER DEPT	08/31/13	233067	1,874.02-
EMPIRE TRUCK SALES (H'BU							
Sum							1,874.02-
00009 G & K SERVICES	1035405840	00135877	12001665	UNIFORMS 8/06 WATER OFFICE	08/31/13	233086	20.00-
00009 G & K SERVICES	1035399430	00135877	12001666	UNIFORMS 7/16 WATER OFFICE	08/31/13	233086	20.00-
00009 G & K SERVICES	1035401564	00135877	12001667	UNIFORMS 7/23 WATER OFFICE	08/31/13	233086	20.00-
00009 G & K SERVICES	1035403714	00135877	12001668	UNIFORMS 7/30 WATER OFFICE	08/31/13	233086	20.00-

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G & K SERVICES							
Sum							80.00-
00009 I C M-IMPROVED CONSTR ME	MB426831TM	00135462	12001679	MARKING PAINT TRANS DEPT	08/31/13	233113	546.00-
I C M-IMPROVED CONSTR ME							
Sum							546.00-
00009 KEYES, ANTHONY	TRAV ADVANCE	00135882	12001671	TRAV ADV-WTR SUPPLY CONF	08/31/13	233124	440.00-
KEYES, ANTHONY							
Sum							440.00-
00009 LOU'S GLOVES	003694	00135705	12001657	WORK GLOVES WATER PLANT	08/31/13	233132	150.00-
00009 LOU'S GLOVES	003694 (B)	00135718	12001658	ADDL AMT DUE PO#135705	08/31/13	233132	10.00-
LOU'S GLOVES							
Sum							160.00-
00009 MIKE'S TIRE & WHEEL CO	2169421	00136010	12001709	TIRES U#14142,U#13061 SEWER	08/31/13	233141	1,495.36-
MIKE'S TIRE & WHEEL CO							
Sum							1,495.36-
00009 MS POWER COMPANY	8/13 W&SO&M	00201322	12001700	MNTHLY ELEC-W&SO&M	08/31/13	233152	77,281.75-
MS POWER COMPANY							
Sum							77,281.75-
00009 MS STATE/DEPT OF HEALTH/	B03791 LASSI	00136004	12001687	CERTIF RNWL-LASSITER	08/31/13	233153	30.00-
MS STATE/DEPT OF HEALTH/							
Sum							30.00-
00009 N & H ELECTRONIC DISTRIB	120080	00135969	12001697	BATTERIES SULLIVAN LIFT STA	08/31/13	233156	128.90-
N & H ELECTRONIC DISTRIB							
Sum							128.90-
00009 NEEL-SCHAFER INC	1012706-WC	00136115	12001706	SRVS 7/13 WESTERN CONTAINER	08/31/13	233160	360.75-
NEEL-SCHAFER INC							
Sum							360.75-
00009 NORTH LAMAR WATER ASSN	CUSTOMER LIS	00135850	12001653	CUSTOMER LISTING 7/13	08/31/13	233165	133.00-
NORTH LAMAR WATER ASSN							
Sum							133.00-
00009 PEANUTS TOWING SERVICE	63884	00135835	12001661	TOWING U#18564 SEWER	08/31/13	233172	175.00-
00009 PEANUTS TOWING SERVICE	63727	00135889	12001664	TOWING U#11211 WATER OFFICE	08/31/13	233172	75.00-
PEANUTS TOWING SERVICE							
Sum							250.00-
00009 PEARL RIVER VALLEY EPA (	8/13 W&SO&M	00201322	12001699	MNTHLY 8/13 PUBLIC SERVICES	08/31/13	233173	50.00-

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WATER & SEWER FUND							
00011 ALBER-MORGAN, SHEILA R	METER DEP RF	02013708	12000993	METER DEP RFD	08/31/13	233004	38.82-
ALBER-MORGAN, SHEILA R							38.82-
Sum							
00011 BARRON, JOAN M	METER DEP RF	02013708	12001007	METER DEP RFD	08/31/13	233017	2.64-
BARRON, JOAN M							2.64-
Sum							
00011 BEASLEY, SCHEMEAKA S	METER DEP RF	02013726	12001021	METER DEP REFUND	08/31/13	233018	71.00-
BEASLEY, SCHEMEAKA S							71.00-
Sum							
00011 BLAKNEY, KIZZY M	METER DEP RF	02013726	12001020	METER DEP REFUND	08/31/13	233024	11.76-
BLAKNEY, KIZZY M							11.76-
Sum							
00011 BOLTON, BRITTANY	METER DEP RF	02013726	12001029	METER DEP REFUND	08/31/13	233026	26.92-
BOLTON, BRITTANY							26.92-
Sum							
00011 CLARK, BERT E	WATER RFD AC	02013727	12001017	WATER OVERPAYMENT RFD	08/31/13	233044	6.00-
CLARK, BERT E							6.00-
Sum							
00011 CLEVELAND, ELIZABETH	METER DEP RF	02013708	12001010	METER DEP RFD	08/31/13	233045	38.82-
CLEVELAND, ELIZABETH							38.82-
Sum							
00011 DAVIS, PAUL	METER DEP RF	02013726	12001024	METER DEP REFUND	08/31/13	233054	113.82-
DAVIS, PAUL							113.82-
Sum							
00011 EZELL, CLOYD	METER DEP RF	02013726	12001019	METER DEP REFUND	08/31/13	233069	40.00-
EZELL, CLOYD							40.00-
Sum							
00011 FAIRLEY, PATRICK D	METER DEP RF	02013708	12001011	METER DEP RFD	08/31/13	233070	38.82-
FAIRLEY, PATRICK D							38.82-
Sum							
00011 FLOWERS, ALEXANDRIA R	METER DEP RF	02013726	12001034	METER DEP REFUND	08/31/13	233072	17.46-
FLOWERS, ALEXANDRIA R							17.46-
Sum							
00011 FOWLER, ANNA	METER DEP RF	02013708	12000997	METER DEP RFD	08/31/13	233079	29.10-

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FOWLER, ANNA Sum							29.10-
00011 FOX, PAUL				METER DEP RF 02013708 12000996 METER DEP RFD	08/31/13	233080	2.64-
FOX, PAUL Sum							2.64-
00011 GALLASPY HOLDING LLC				METER DEP RF 02013708 12001013 METER DEP RFD	08/31/13	233088	38.82-
GALLASPY HOLDING LLC Sum							38.82-
00011 GODDARD, KYLE				METER DEP RF 02013708 12001005 METER DEP RFD	08/31/13	233092	17.70-
GODDARD, KYLE Sum							17.70-
00011 GODWIN, ANGELINE D				METER DEP RF 02013708 12000990 METER DEP RFD	08/31/13	233093	3.82-
GODWIN, ANGELINE D Sum							3.82-
00011 GRIFFIN, AMANDA				METER DEP RF 02013726 12001028 METER DEP REFUND	08/31/13	233094	22.98-
GRIFFIN, AMANDA Sum							22.98-
00011 HALL, MELISSA P				METER DEP RF 02013708 12001003 METER DEP RFD	08/31/13	233099	29.10-
HALL, MELISSA P Sum							29.10-
00011 HALTON, HILMA				METER DEP RF 02013708 12000995 METER DEP RFD	08/31/13	233101	2.64-
HALTON, HILMA Sum							2.64-
00011 HART, CELIA				METER DEP RF 02013726 12001030 METER DEP REFUND	08/31/13	233102	21.14-
HART, CELIA Sum							21.14-
00011 HATTIESBURG MEDICAL PARK				METER DEP RF 02013726 12001036 METER DEP REFUND	08/31/13	233104	55.15-
HATTIESBURG MEDICAL PARK Sum							55.15-
00011 HINES, DUSTIN				METER DEP RF 02013708 12000998 METER DEP RFD	08/31/13	233108	38.82-
HINES, DUSTIN Sum							38.82-
00011 HOLLEY, JESSICA				METER DEP RF 02013708 12001002 METER DEP RFD	08/31/13	233109	36.64-
HOLLEY, JESSICA							

CITY OF HATTIESBURG
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00011 NICHOLS, TAIWANDA N	METER DEP RF	02013726	12001031	METER DEP REFUND	08/31/13	233164	20.32-
NICHOLS, TAIWANDA N Sum							20.32-
00011 PATTERSON, HILDA	METER DEP RF	02013726	12001039	METER DEP REFUND	08/31/13	233170	5.32-
PATTERSON, HILDA Sum							5.32-
00011 PAYNE, WILEY	METER DEP RF	02013726	12001018	METER DEP REFUND	08/31/13	233171	75.00-
PAYNE, WILEY Sum							75.00-
00011 PONDER, JOHNNIE A	METER DEP RF	02013708	12000994	METER DEP RFD	08/31/13	233183	55.82-
PONDER, JOHNNIE A Sum							55.82-
00011 PORTER, AMOS	METER DEP RF	02013726	12001026	METER DEP REFUND	08/31/13	233184	3.80-
PORTER, AMOS Sum							3.80-
00011 PORTER, CLARISSA R	METER DEP RF	02013726	12001032	METER DEP REFUND	08/31/13	233185	32.70-
PORTER, CLARISSA R Sum							32.70-
00011 PROPHECY HOMES LLC	METER DEP RF	02013708	12001000	METER DEP RFD	08/31/13	233190	80.98-
PROPHECY HOMES LLC Sum							80.98-
00011 RICH, DONTE M	METER DEP RF	02013726	12001033	METER DEP REFUND	08/31/13	233195	51.88-
RICH, DONTE M Sum							51.88-
00011 SHOEMAKER PROP	METER DEP RF	02013726	12001025	METER DEP REFUND	08/31/13	233202	38.82-
SHOEMAKER PROP Sum							38.82-
00011 SHOEMAKER PROPERTIES 107	METER DEP RF	02013708	12001014	METER DEP RFD	08/31/13	233203	38.82-
SHOEMAKER PROPERTIES 107 Sum							38.82-
00011 SIGMA COMPANIES LLC	METER DEP RF	02013708	12000989	METER DEP RFD	08/31/13	233205	75.00-
SIGMA COMPANIES LLC Sum							75.00-
00011 SMITH, STEPHANIE	METER DEP RF	02013708	12000991	METER DEP RFD	08/31/13	233207	55.82-

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POLICE FORFEITURES FUND							
00019 CREATIVE PRODUCT SOURCIN	63728	00135605	12000080	DARE ELEMENTARY WORK BOOKS	08/31/13	233052	744.85-
CREATIVE PRODUCT SOURCIN							744.85-
Sum							
00019 MS EMBROIDERY COMPANY	8636	00132653	12000079	PAL SHIRTS-LT.MURRAY	08/31/13	233150	99.00-
MS EMBROIDERY COMPANY							99.00-
Sum							
00019 WAL-MART STORES INC	005229	00135402	12000081	FOOD NATL NIGHT OUT	08/31/13	233237	231.36-
WAL-MART STORES INC							231.36-
Sum							
							1,075.21-
Sum							

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MASS TRANSIT FUND							
00073 ADVANCED JANITORIAL SERV	20070	MASS T 00136012	12000509	SERV 9/13 MASS TRANSIT OFFICE	08/31/13	232999	345.00-
ADVANCED JANITORIAL SERV							345.00-
Sum							
00073 AIRGAS USA LLC (NORDAN S	9911636367(B	00135861	12000501	CYL RENT 7/13	08/31/13	233003	114.48-
AIRGAS USA LLC (NORDAN S							114.48-
Sum							
00073 C SPIRE WIRELESS (CELLUL	7/23/13-8/22	02013731	12000524	CELL PHONE SERV 8/13 M TRANSIT	08/31/13	233036	167.03-
C SPIRE WIRELESS (CELLUL							167.03-
Sum							
00073 CARQUEST AUTO PARTS STOR	14758-11630	00135076	12000502	CREDIT RETURN	08/31/13	233039	279.99
00073 CARQUEST AUTO PARTS STOR	14758-11962	00135886	12000523	IMPACT WRENCH ADDL PO#135076	08/31/13	233039	479.99-
CARQUEST AUTO PARTS STOR							200.00-
Sum							
00073 CITY OF HATTIESBURG FUND	TRF 2ND 8/13	02013714	12000505	TRF 2ND 8/13 PAYROLL	08/20/13	18023	23,005.92-
CITY OF HATTIESBURG FUND							23,005.92-
Sum							
00073 DOSSETT PONTIAC CADILLAC	89585	00135810	12000510	PTS/REPRS U#16760	08/31/13	233060	498.86-
00073 DOSSETT PONTIAC CADILLAC	89586	00135810	12000511	REPR PTS U#10728	08/31/13	233060	119.21-
00073 DOSSETT PONTIAC CADILLAC	89587	00135810	12000512	REPR PTS U#16760	08/31/13	233060	119.21-
DOSSETT PONTIAC CADILLAC							737.28-
Sum							
00073 G & K SERVICES	PO#134519 6/	00134519	12000522	TOILET TISSUE	08/31/13	233086	100.00-
G & K SERVICES							100.00-
Sum							
00073 GARNER LUMLEY ELECTRIC S	451422	00135839	12000513	REPR PTS U#16234,U#16235	08/31/13	233089	39.00-
GARNER LUMLEY ELECTRIC S							39.00-
Sum							
00073 GILKEY ELECTRIC SUPPLY C	248013	00135666	12000517	BLDG SUPP FOR PARKING LIGHTS	08/31/13	233090	624.02-
GILKEY ELECTRIC SUPPLY C							624.02-
Sum							
00073 INDOFF INC	2322126	00135627	12000503	OFFICE SUPPLIES	08/31/13	233114	620.69-
INDOFF INC							620.69-
Sum							
00073 JERRY'S AUTOMOTIVE REPAI	15163	00135812	12000507	REPRS U#16760	08/31/13	233120	700.65-
00073 JERRY'S AUTOMOTIVE REPAI	15163(B)	00135885	12000508	ADDL AMT DUE PO#135812	08/31/13	233120	743.40-

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JERRY'S AUTOMOTIVE REPAIR							1,444.05-
Sum							
00073 MOBILITY SYSTEMS INC	3823	00133220	12000500	LIFT SWITCH REPR U#18570	08/31/13	233146	42.50-
MOBILITY SYSTEMS INC							42.50-
Sum							
00073 MS POWER COMPANY	8/13 MASS TR	00201322	12000516	MNTHLY ELEC-MASS TRANSIT	08/31/13	233152	749.90-
MS POWER COMPANY							749.90-
Sum							
00073 NAPA AUTO PARTS	494256	00135844	12000504	REPR PTS VARI BUSES	08/31/13	233157	236.64-
NAPA AUTO PARTS							236.64-
Sum							
00073 OFFICE DEPOT INC	1605323297	00135903	12000518	PRINTER SUPP TELEPHONES	08/31/13	233167	37.59-
00073 OFFICE DEPOT INC	1600764164	00134352	12000519	WEBCAM MASS TRANSIT OFFICE	08/31/13	233167	43.99-
00073 OFFICE DEPOT INC	666037262001	00134352	12000520	WEBCAM-MASS TRANSIT OFFICE	08/31/13	233167	53.41-
00073 OFFICE DEPOT INC	1602739367	00134352	12000521	CREDIT RETURN	08/31/13	233167	43.99-
OFFICE DEPOT INC							91.00-
Sum							
00073 VERIZON WIRELESS	9709633472	00135963	12000506	GPS SERV 8/11-9/10/13 BUSES	08/31/13	233233	201.75-
VERIZON WIRELESS							201.75-
Sum							
00073 WATERS INTERNATIONAL TRU	8-232330047	00135866	12000514	HORNS FOR INTERNATIONAL BUSES	08/31/13	233242	63.70-
00073 WATERS INTERNATIONAL TRU	8-232330049	00135869	12000515	ADDL AMT DUE PO#135866	08/31/13	233242	63.70-
WATERS INTERNATIONAL TRU							127.40-
Sum							
Sum							28,846.66-

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WATER&SEWER CONSTRUCTION FUND							
00075 SOUTHERN WATERWORKS SUPP	49281	00135137	12000123	PIPE/PLUMB SUPP AUGUSTA COURT	08/31/13	233213	4,459.77-
00075 SOUTHERN WATERWORKS SUPP	49366	00136110	12000124	SUPP SWR PUMP STA J ED TURNER	08/31/13	233213	533.90-
00075 SOUTHERN WATERWORKS SUPP	49367	00136110	12000125	SUPP SWR PUMP STA J ED TURNER	08/31/13	233213	67.18-
00075 SOUTHERN WATERWORKS SUPP	49397	00136110	12000126	SUPP SWR PUMP STA J ED TURNER	08/31/13	233213	232.06-
00075 SOUTHERN WATERWORKS SUPP	49412	00136110	12000127	SUPP SWR PUMP STA J ED TURNER	08/31/13	233213	258.20-
SOUTHERN WATERWORKS SUPP							5,551.11-
Sum							5,551.11-

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 A D T SECURITY SERVICES/	03554838	00136082	12000497	ALARM SERV 9/13 CULTURAL CNTR	08/31/13	232996	99.12-
A D T SECURITY SERVICES/							
Sum							99.12-
00077 BURKETT, CARL (REFUND)	SHERRILL CNT	02013722	12000495	DAMAGE DEPOSIT REFUND	08/31/13	233035	100.00-
BURKETT, CARL (REFUND)							
Sum							100.00-
00077 C SPIRE WIRELESS (CELLUL 7/23/13-8/22	02013731	12000503	CELL PHONE SERV 8/13 COMM CTRS	08/31/13	233036	49.61-	
C SPIRE WIRELESS (CELLUL							
Sum							49.61-
00077 CITY OF HATTIESBURG FUND TRF 2ND 8/13	02013714	12000485	TRF 2ND 8/13 PAYROLL	08/20/13	36573	20,935.68-	
CITY OF HATTIESBURG FUND							
Sum							20,935.68-
00077 FLUKER, ALISHA (REFUNDS) CE ROY CNTR	02013722	12000490	DAMAGE DEPOSIT REFUND	08/31/13	233073	100.00-	
FLUKER, ALISHA (REFUNDS)							
Sum							100.00-
00077 FOXWORTH, DANA (REFUND) CULTURAL CNT	02013722	12000487	DAMAGE DEPOSIT REFUND	08/31/13	233081	200.00-	
00077 FOXWORTH, DANA (REFUND) CULTURAL CNT	02013722	12000488	DAMAGE DEPOSIT REFUND	08/31/13	233081	250.00-	
FOXWORTH, DANA (REFUND)							
Sum							450.00-
00077 G & K SERVICES	1035401568	00136083	12000498	UNIFORMS 7/23 COMM CNTRS	08/31/13	233086	43.56-
00077 G & K SERVICES	1035403718	00136083	12000499	UNIFORMS 7/30 COMM CNTRS	08/31/13	233086	43.56-
00077 G & K SERVICES	1035405844	00136083	12000500	UNIFORMS 8/06 COMM CNTRS	08/31/13	233086	43.56-
00077 G & K SERVICES	1035407997	00136083	12000501	UNIFORMS 8/13 COMM CNTRS	08/31/13	233086	43.56-
00077 G & K SERVICES	1035410139	00136083	12000502	UNIFORMS 8/20 COMM CNTRS	08/31/13	233086	43.56-
G & K SERVICES							
Sum							217.80-
00077 HEALING TOUCH CAREER CEN CULTURAL CNT	02013722	12000489	DAMAGE DEPOSIT REFUND	08/31/13	233105	250.00-	
HEALING TOUCH CAREER CEN							
Sum							250.00-
00077 ISIKILU, TADE (REFUND) CULTURAL CNT	02013722	12000492	DAMAGE DEPOSIT REFUND	08/31/13	233117	100.00-	
00077 ISIKILU, TADE (REFUND) CULTURAL CNT	02013722	12000493	DAMAGE DEPOSIT REFUND	08/31/13	233117	50.00-	
00077 ISIKILU, TADE (REFUND) CULTURAL CNT	02013722	12000494	DAMAGE DEPOSIT REFUND	08/31/13	233117	150.00-	
ISIKILU, TADE (REFUND)							
Sum							300.00-
00077 MS POWER COMPANY	8/13 COMM CN	00201322	12000496	MNTHLY ELEC-COMM CNTRS	08/31/13	233152	4,422.66-
MS POWER COMPANY							
Sum							4,422.66-

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SPECIAL SALES TAX-T&A							
00107 H'BURG CONVENTION COMMIS	FOOD/BEVERAG	02013710	12000019	FOOD/BEVERAGE TAX 07/13	08/20/13	18021	391,459.40-
H'BURG CONVENTION COMMIS Sum							391,459.40-
00107 H'BURG TOURISM COMMISSIO	MOTEL SALES	02013709	12000020	MOTEL SALES TAX 07/13	08/20/13	18022	37,012.03-
H'BURG TOURISM COMMISSIO Sum							37,012.03-
Sum							428,471.43-

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Sum

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Grand Total Level Sum						2,733,487.90-

ADDENDUM CLAIMS DOCKET
PERIOD ENDING AUGUST 31, 2013

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	CLAIMS NUMBER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
01	FORREST COUNTY TAX COLLECTOR	8/29/2013	136213	7901	TAXES ON DONATED PROPERTY-412 MILLEF	8/29/13	18075	793.77

TOTAL 793.77

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, September 3, 2013

4:00 PM

Council Chambers

City Council - Amendments to the Agenda

Add Policy Agenda Items VI.-14, VI.-15 and VI.-16 at the request of the Administration as follows:

- VI.-14** [2013-0570](#) Adopt a resolution appointing Trey W. Chinn as Interim Municipal Clerk and Interim Municipal Registrar effective September 4, 2013.

Attachments: [Appoint Interim City Clerk.Trey W. Chinn](#)
 [Oath.Interim City Clerk.Trey W. Chinn](#)
 [Trey W. Chinn - Resume](#)

- VI.-15** [2013-0571](#) Adopt a resolution appointing Christy Woodland as Interim Deputy Clerk and Deputy Municipal Registrar effective September 4, 2013.

Attachments: [Appoint Deputy clerk.Christy Woodland](#)
 [Oath.Deputy City Clerk.Christy Woodland](#)

- VI.-16** [2013-0572](#) Adopt a resolution appointing Connie Everett as Interim Deputy Clerk and Deputy Municipal Registrar effective September 4, 2013.

Attachments: [Appoint Deputy clerk.Connie Everett](#)
 [Oath.Deputy City Clerk.Connie Everett](#)
 [executed Appoint Deputy clerk.Connie Everett RES#2013-85](#)



City of Hattiesburg, MS

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

Master

File Number: 2013-0570

File ID: 2013-0570

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 09/03/2013

Brief Title: Resolution appointing Trey W. Chinn as Interim Municipal Clerk and Interim Municipal Registrar effective September 4, 2013.

Final Action:

Minute Book Number: MB2013-268

Title:

Adopt a resolution appointing Trey W. Chinn as Interim Municipal Clerk and Interim Municipal Registrar effective September 4, 2013.

Notes:

Sponsors:

Enactment Date:

Attachments: Appoint Interim City Clerk.Trey W. Chinn,
Oath.Interim City Clerk.Trey W. Chinn, Trey W.
Chinn - Resume

Enactment Number:

Contact:

Meeting Date: 09/03/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	09/03/2013					
1	City Council	09/03/2013	Deny				Fail

Action Text: A MOTION was made by Council Member Carroll and seconded by Council President Bradley to Deny to Adopt a resolution appointing Trey W. Chinn as Interim Municipal Clerk and Interim Municipal Registrar effective September 4, 2013.

Mayor DuPree stated that Mr. Chinn was present. Council President Bradley asked if this is [the Council's] opportunity to interview him. The Mayor replied in the affirmative and said Mr. Myers also is retiring and that Friday is his last official day. He said that ballots came in today and that [Mr. Myers] is trying not to be part of that process. He stated that is has not been possible to recruit a clerk to serve on an interim basis, and said that Mr. Chinn has been elected before and gone through process and that his reputation is as fine as anyone else's. Mayor DuPree said that Mr. Chinn agreed to serve as interim clerk and registrar and run the election, and that if it is not Mr. Chinn, the only other option is for him (Mayor DuPree) to run the [election] like Lou Ellen Oswalt Adams [at Forrest County].

Council member Carroll stated that Mr. Chinn has run in several races but is not qualified to sit in the City Clerk's position; he said that there is a master clerk at the City who is qualified and could run [the election]. The Mayor spoke in support of Mr. Chinn. Subsequent discussion related to qualifications of the master clerk and of Mr. Chinn, poll worker training, and the need to run an fair, open and transparent election. The Mayor said that it is his responsibility to [appoint] someone and the Council's responsibility to [decide whether to ratify and confirm]. He reiterated that the option left is for him to run the election.

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

Yeas: 2 - Bradley and Carroll

Nays: 1 - Delgado

Abstain: 1 - Dryden

Absent: 1 - Naylor

Yea: 2 Council Member Bradley
Council Member Carroll

Nay: 1 Council Member Delgado

Abstain: 1 Council Member Dryden

TEL-No Vote: 0

Text of Legislative File 2013-0570

Title

Adopt a resolution appointing Trey W. Chinn as Interim Municipal Clerk and Interim Municipal Registrar effective September 4, 2013.

Summary

Resolution appointing Trey W. Chinn as Interim Municipal Clerk and Interim Municipal Registrar effective September 4, 2013.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

**RESOLUTION APPOINTING MUNICIPAL CLERK AND
MUNICIPAL REGISTRAR FOR THE CITY OF HATTIESBURG**

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

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

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

Section 1. That Trey W. Chinn be appointed as Interim Municipal Clerk and Interim Municipal Registrar effective September 4, 2013 until further ordered.

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 3rd day of September, 2013.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of September, 2013.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

State of Mississippi
County of Forrest and Lamar
City of Hattiesburg

OATH OF OFFICE

I, Trey W. Chinn, do solemnly swear that I will faithfully support the Constitution of the United States of America and the Constitution of the State of Mississippi, and obey the laws thereof; that I am not disqualified from holding the office of Interim Municipal Clerk and Interim Municipal Registrar of the City of Hattiesburg, Mississippi; that I will faithfully discharge the duties of Interim Municipal Clerk and Interim Municipal Registrar of said city, upon which I am about to enter. So help me God.

Trey W. Chinn

Sworn to and subscribed before me this, the 4th day of September, A.D., 2013.

Johnny L. DuPree, Mayor

TREY W. CHINN

1119 McConkey St.
Laurel, MS 39440
treywchinn@gmail.com
Phone: (601) 422-7315

EXECUTIVE SUMMARY

- Advancing the leadership of the City and City Council by assisting with sound decision making through result oriented, educated, researched, and practical solutions that focus on providing quality service for their agenda.
- Progress the goals and mission of the City and City Council while also progressing the growth and development of the city in any area with a well rounded base of knowledge and experience.

EDUCATION

Wabash College: Bachelor of Art in Speech Communications • May 2005
Crawfordsville, IN

American University: Certificate in American Politics • May 2004
Washington D.C.

R. H. Watkins High School: Diploma • May 2001
Laurel, MS

PROFESSIONAL EXPERIENCE

*Full Work Experience Available Upon Request

CITY COUNCIL. ▪ City of Laurel ▪ Laurel, MS • July 2009 – June 2013

- Operated within and knowledgeable of Mayor – Council form of government
- Experience in municipal budgeting and analyzing budget performance
- Worked with all departments within municipal government
- Policy writing, review, research with experience constructing Council orders and resolutions
- Project Managements, funding, and implementation
- Public Relations with social media, press releases, proactive media relations, and constituent resolutions
- Supporting progressive agenda with innovative ideas to address infrastructure, quality of life, public safety
- Build, maintain, and utilize strong relationships with other government agencies and community organizations to promote economic development, infrastructure improvements, and cultural activities.
- Community planning and revitalization
- Code enforcement
- Contract review and negotiations

POLITICAL CONSULTANT ▪ WINNINGbyDESIGN INC. ▪ Indianapolis, IN • May 2007 – June 2009

- Organizing and Implementing campaign design and strategy
- Grass root organizing with community engagement and messaging
- Policy and Speech writing – internal and external campaign communications
- Fundraising and event planning

INTERNSHIP EXPERIENCE

Congressman Gene Taylor (MS-4) ▪ Congressional Assistant ▪ Washington D.C. • Jan 2004 – August 2004

- Constituent services and correspondence
- Attend congressional committee meetings and draft reports
- Issue research and assist with drafting legislative ideas

HONORS:

- National Black Caucus of Local Elected Officials Rising Politicians Fellowship 2011-2012
- Mississippi Black Caucus of Local Elected Officials 2nd Vice President 2012-13
- Mississippi Municipal League Legislative Committee 2011-13 Youth Council Committee 2009-11

COMMUNITY INVOLVEMENT:

- Queen Chapel Baptist Church
- Alpha Phi Alpha Fraternity Inc.
- Jones County Democratic Executive Committee
- Prince Hall Mason – J.C. Gilliam Lodge 201 Laurel
- STARS and CHAMPS Mentoring

AREAS OF EXPERTISE

- Government Relations
- Organization and Crisis Communications and Strategy – Speech Writing
- Policy Writing and Research

SYSTEMS KNOWLEDGE

- Microsoft Office Suite to include: Word, PowerPoint, Excel, Access, and Publisher

- Ncode

- Novus Solutions

- Social Media

LEADERSHIP SKILLS

- Demonstrated Analytical Problem Solving
- Effective Communications
- Team Building
- Cultural Diversity Training
- Critical Thinking
- Researched and Knowledgeable Issue Resolutions
- Innovative Approach

*REFERENCES ATTACHED

TREY W. CHINN

1119 McConkey St.
Laurel, MS 39440
treywchinn@gmail.com
Phone: (601) 422-7315

Former Mayor Melvin Mack
Laurel, MS
(601) 580-6633

Councilman Tony Thaxton
Laurel, MS
(601) 498-7675

Councilman Manuel Jones
Laurel, MS
(601) 498-3001

Former Councilwoman Willie Evans
Laurel, MS
(601) 319-2576



City of Hattiesburg, MS

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

Master

File Number: 2013-0571

File ID: 2013-0571

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 09/03/2013

Brief Title: Resolution appointing Christy Woodland as Interim Deputy Clerk and Deputy Municipal Registrar effective September 4, 2013.

Final Action:

Minute Book Number: MB2013-268-269

Title:

Adopt a resolution appointing Christy Woodland as Interim Deputy Clerk and Deputy Municipal Registrar effective September 4, 2013.

Notes:

Sponsors:

Enactment Date:

Attachments: Appoint Deputy clerk.Christy Woodland, Oath.Deputy City Clerk.Christy Woodland

Enactment Number:

Contact:

Meeting Date: 09/03/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	09/03/2013					
1	City Council	09/03/2013	Deny				Fail

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Bradley to Deny to Adopt a resolution appointing Christy Woodland as Interim Deputy Clerk and Deputy Municipal Registrar effective September 4, 2013.

Council President Bradley asked if [Ms. Woodland] applied for the job.

Council member Delgado asked for information about Ms. Woodland. Mayor DuPree said that a number of people applied for this job. He said that Kermas [Eaton] took Marilyn [Schwandt's] position and that [Ms. Woodland] would be filling Mr. Eaton's position at \$10 an hour to help with the election.

Council President Bradley commented that the Council received the information very late in the day. Subsequent discussion deteriorated and Council member Carroll called for the vote.

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

Yeas: 2 - Bradley and Carroll

Nays: 1 - Delgado

Abstain: 1 - Dryden

Absent: 1 - Naylor

Yea: 2 Council Member Bradley
Council Member Carroll

Nay: 1 Council Member Delgado

Abstain: 1 Council Member Dryden

TEL-No Vote: 0

Text of Legislative File 2013-0571

Title

Adopt a resolution appointing Christy Woodland as Interim Deputy Clerk and Deputy Municipal Registrar effective September 4, 2013.

Summary

Resolution appointing Christy Woodland as Interim Deputy Clerk and Deputy Municipal Registrar effective September 4, 2013.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

**RESOLUTION APPOINTING DEPUTY MUNICIPAL CLERK AND
DEPUTY MUNICIPAL REGISTRAR FOR THE CITY OF HATTIESBURG**

WHEREAS, the Council recognizes the need to appoint Deputy Municipal Clerks and Deputy Municipal Registrars ; and

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

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

Section 1. That Christy Woodland be appointed as Deputy Municipal Clerk and Deputy Municipal Registrar effective September 4, 2013 until further ordered.

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 3rd day of September, 2013.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of September, 2013.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

State of Mississippi
County of Forrest and Lamar
City of Hattiesburg

OATH OF OFFICE

I, Christy Woodland, do solemnly swear that I will faithfully support the Constitution of the United States of America and the Constitution of the State of Mississippi, and obey the laws thereof; that I am not disqualified from holding the office of Deputy Municipal Clerk and Deputy Municipal Registrar of the City of Hattiesburg, Mississippi; that I will faithfully discharge the duties of Deputy Municipal Clerk and Deputy Municipal Registrar of said city, upon which I am about to enter. So help me God.

Christy Woodland

Sworn to and subscribed before me this, the 4th day of September, A.D., 2013.

Johnny L. DuPree, Mayor



City of Hattiesburg, MS

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

Master

File Number: 2013-0572

File ID: 2013-0572

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 09/03/2013

Brief Title: Resolution appointing Connie Everett as Interim Deputy Clerk and Deputy Municipal Registrar effective September 4, 2013.

Final Action: 09/03/2013

Minute Book Number: MB2013-269

Title:

Adopt a resolution appointing Connie Everett as Interim Deputy Clerk and Deputy Municipal Registrar effective September 4, 2013.

Notes:

Sponsors:

Enactment Date:

Attachments: Appoint Deputy clerk.Connie Everett, Oath.Deputy City Clerk.Connie Everett, executed Appoint Deputy clerk.Connie Everett RES#2013-85

Enactment Number:

Contact:

Meeting Date: 09/03/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	09/03/2013					
1	City Council	09/03/2013	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Adopt a resolution appointing Connie Everett as Interim Deputy Clerk and Deputy Municipal Registrar effective September 4, 2013.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Delgado, Carroll and Dryden							
Nays: 0							
Absent: 1 - Naylor							

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

Text of Legislative File 2013-0572

Title

Adopt a resolution appointing Connie Everett as Interim Deputy Clerk and Deputy Municipal Registrar effective September 4, 2013.

Summary

Resolution appointing Connie Everett as Interim Deputy Clerk and Deputy Municipal Registrar effective September 4, 2013.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

**RESOLUTION APPOINTING DEPUTY MUNICIPAL CLERK AND
DEPUTY MUNICIPAL REGISTRAR FOR THE CITY OF HATTIESBURG**

WHEREAS, the Council recognizes the need to appoint Deputy Municipal Clerks and Deputy Municipal Registrars ; and

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

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

Section 1. That Connie Everett be appointed as Deputy Municipal Clerk and Deputy Municipal Registrar effective September 4, 2013 until further ordered.

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 3rd day of September, 2013.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of September, 2013.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

State of Mississippi
County of Forrest and Lamar
City of Hattiesburg

OATH OF OFFICE

I, Connie Everett, do solemnly swear that I will faithfully support the Constitution of the United States of America and the Constitution of the State of Mississippi, and obey the laws thereof; that I am not disqualified from holding the office of Deputy Municipal Clerk and Deputy Municipal Registrar of the City of Hattiesburg, Mississippi; that I will faithfully discharge the duties of Deputy Municipal Clerk and Deputy Municipal Registrar of said city, upon which I am about to enter. So help me God.

Connie Everett

Sworn to and subscribed before me this, the 4th day of September, A.D., 2013.

Johnny L. DuPree, Mayor

RESOLUTION

**RESOLUTION APPOINTING DEPUTY MUNICIPAL CLERK AND
DEPUTY MUNICIPAL REGISTRAR FOR THE CITY OF HATTIESBURG**

WHEREAS, the Council recognizes the need to appoint Deputy Municipal Clerks and Deputy Municipal Registrars ; and

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

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

Section 1. That Connie Everett be appointed as Deputy Municipal Clerk and Deputy Municipal Registrar effective September 4, 2013 until further ordered.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden

NAYS: None ABSENT: Naylor

The President thereby declared the motion carried and the Resolution adopted, this the 3rd day of September, 2013.

(SEAL)

ATTEST:

Debra K. Benardo
CLERK OF COUNCIL

ADOPTED:

T. J. Carroll
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the

Mayor, this the 3rd day of September, 2013.

ATTEST:

Adrian R. Myers
CITY CLERK

APPROVED:

James J. Davis
MAYOR

State of Mississippi
County of Forrest and Lamar
City of Hattiesburg

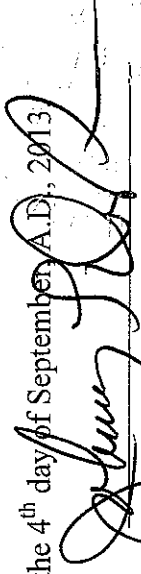
OATH OF OFFICE

I, Connie Everett, do solemnly swear that I will faithfully support the Constitution of the United States of America and the Constitution of the State of Mississippi, and obey the laws thereof; that I am not disqualified from holding the office of Deputy Municipal Clerk and Deputy Municipal Registrar of the City of Hattiesburg, Mississippi; that I will faithfully discharge the duties of Deputy Municipal Clerk and Deputy Municipal Registrar of said city, upon which I am about to enter. So help me God.

Connie Everett

Connie Everett

Sworn to and subscribed before me this, the 4th day of September, A.D., 2013


Johnny L. DuPree, Mayor

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, September 3, 2013

6:00 PM

Council Chambers

City Council - Public Hearing

1. [2013-0560](#) Hold Public Hearing on the proposed budget and proposed tax levies for Fiscal Year 2014 for the City of Hattiesburg at 6:00 p.m. in the Council Room of City Hall

[2013-0573](#) Powerpoint, 2014 Budget

Attachments: [FY14 Pub.Hearing Presentation](#)



City of Hattiesburg, MS

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

Master

File Number: 2013-0560

File ID: 2013-0560

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/28/2013

Brief Title: Hold Public Hearing on Proposed Budget and Tax
Levy for FY 2014

Final Action:

Minute Book Number:

Title: Hold Public Hearing on the proposed budget and proposed tax levies for Fiscal
Year 2014 for the City of Hattiesburg at 6:00 p.m. in the Council Room of City Hall

Notes:

Sponsors:

Enactment Date:

Attachments:

Enactment Number:

Contact: Connie Everett

Meeting Date: 09/03/2013

Drafter: Connie Everett

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Public Hearing	09/03/2013					

Text of Legislative File 2013-0560

Title

Hold Public Hearing on the proposed budget and proposed tax levies for Fiscal Year 2014 for the
City of Hattiesburg at 6:00 p.m. in the Council Room of City Hall

Summary

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: 2013-0573

File ID: 2013-0573

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 09/04/2013

Brief Title: Powerpoint, 2014 Budget

Final Action:

Minute Book Number:

Title:

Powerpoint, 2014 Budget

Notes:

Sponsors:

Enactment Date:

Attachments: FY14 Pub.Hearing Presentation

Enactment Number:

Contact:

Meeting Date: 09/03/2013

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	09/03/2013					
1	City Council - Public Hearing	09/03/2013					

Text of Legislative File 2013-0573

Title

Powerpoint, 2014 Budget

Summary

Powerpoint, 2014 Budget

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

FY 2014 PROPOSED BUDGET

PUBLIC HEARING

SEPTEMBER 3, 2013

BUDGET COMPARISON

FY 2013 (current)

General	50,718,948
Spec.Rev.	21,871,427
Cap.Proj.	433,458
Debt Svc.	5,496,208
Water/Swr	50,586,352
Total	<u>129,106,393</u>
Transfers	-17,506,513
Total	111,599,880

FY 2014 ESTIMATED

General	48,621,039
Spec.Rev.	16,494,249
Cap.Proj.	241,000
Debt Svc.	4,475,728
Water/Swr	33,191,794
Total	<u>106,023,810</u>
Transfers	-18,305,442
Total	87,718,368

Special Revenue Funds Include:

■ Parks & Recreation	3,101,468
■ Municipal Fire Protection	718,349
■ Special Street Improvements	151,000
■ Police Forfeitures	250,000
■ Airport Improvement	531,700
■ Municipal Road & Bridge	6,853,083
■ Mass Transit	1,930,586
■ Community Centers	1,081,697
■ CDBG	1,876,366

Capital Projects Funds Include:

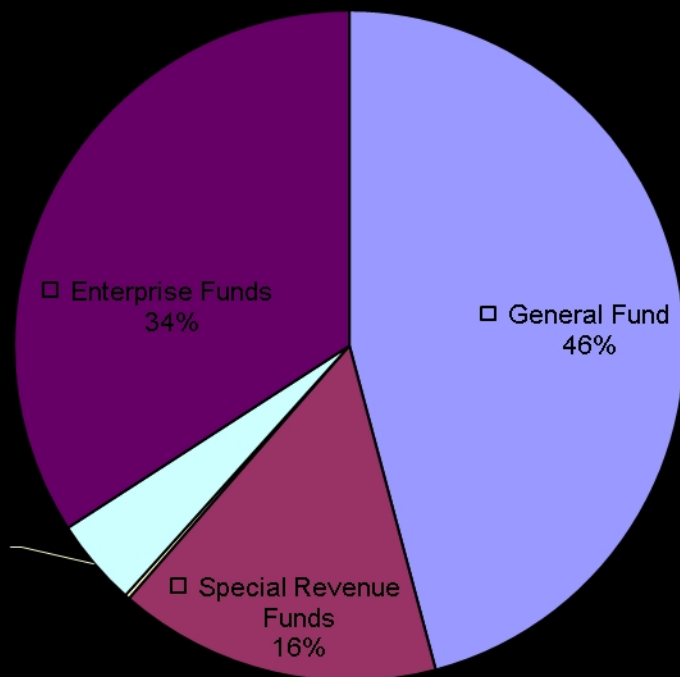
■ Kamper Park Improvements	2,000
■ AMR Water Meter Project	30,000
■ 2001 Bond Construction	100,000
■ MDB Capital Projects	109,000

Debt Service Funds Include:

■ Municipal Bonds & Interest	3,514,663
■ Walmart TIF Bonds	68,300
■ Southern Pointe TIF Bonds	0
■ Chauvet Square TIF Bonds	194,633
■ Home Depot TIF Bonds	86,152
■ Lincoln Center TIF Bonds	59,000
■ Kohl's TIF Bonds	91,000
■ Turtle Creek Crossing TIF Bonds	461,980
■ USA Yeast Bonds	0

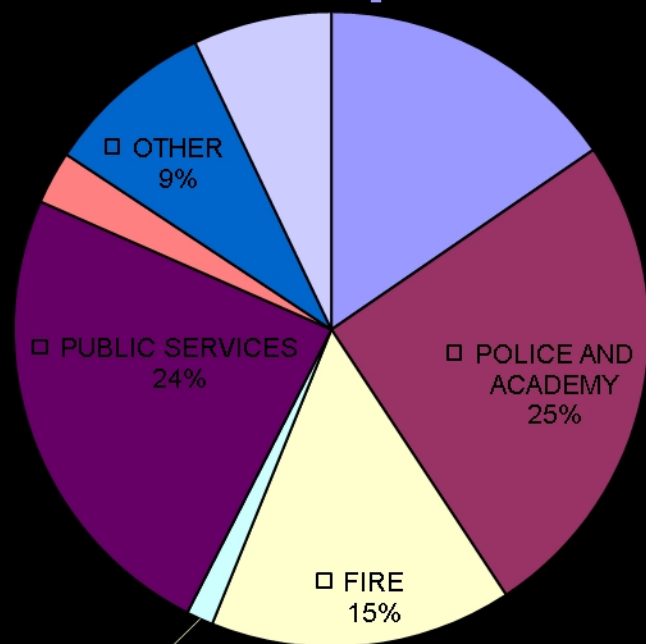
Water/Sewer Enterprise Funds:

■ Revenue Fund	15,330,600
■ Operation & Maintenance	8,823,201
■ Bonds & Interest	3,895,825
■ Construction	5,982,000
■ 2010 Bond Construction	997,128
■ 2012 Bond Construction	1,163,040



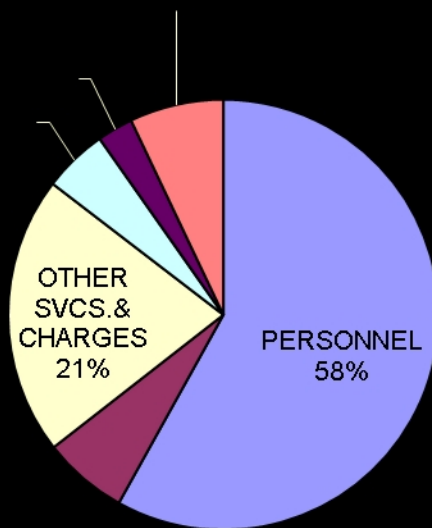
General Fund Budget Breakdown by Function:

	FY 2013	FY 2014
■ Administrative	7,900,161	7,501,598
■ Police & Academy	11,804,206	12,302,389
■ Fire	7,328,258	7,484,795
■ Code Enforcement	683,895	667,944
■ Public Services	13,081,685	11,716,042
■ Debt Service	2,106,325	1,311,315
■ Other	4,507,184	4,206,456
■ Transfers to Other Funds	3,307,234	3,430,500



General Fund Budget Breakdown by Spending Category:

■ Personnel	28,238,134
■ Supplies	3,100,249
■ Other Services & Charges	10,194,792
■ Capital Outlay	2,346,049
■ Debt Service	1,311,315
■ Transfers	3,430,500



Dept. of Administration:

- Backup computer equipment and new servers
 - New A/C units for City Hall
 - Implementation of Kronos software and InterAct software
 - Increase in property insurance and deductible (more than double)
 - Increase in employer contribution for PERS to 15.75%
-

Public Safety Departments:

POLICE:

- 10 patrol cars; 5 detective cars; upgrade to digital radio system – this applies city-wide to all departments

FIRE:

- Pave driveway area at Station 6; replace fire hall furnishings as needed; replace mowers for grounds upkeep

ACADEMY:

- Tractor/front end loader for grounds upkeep and moving training supplies

ANIMAL CONTROL:

- Replace one or more pickups
-

Planning/Urban Development

- Updating land code
- Continuing work on Midtown and Twin Forks projects

Parks & Recreation

- Replacement of mowing equipment
 - Replace damaged memorial stones on Veterans Blvd
 - Chain Park and Kamper Park code blue emergency phones
 - Pave Dahmer Park exit road
 - French drains at Tatum Park softball fields
 - Stage at Town Square Park
 - Sprinkler system at Veterans Park
 - Replace roofs at Jackie Dole and McNair Centers
 - Foundation engineering plans and French drain system to combat erosion and undermining by creek at Jackie Dole Center
-

Public Works

- Traffic – new technician to maintain MDOT/SCOOT system
 - Construction – plumber apprentice position
 - Airport – weed mats around taxiway and runway lights to control grass cutting in these areas
 - Sanitation – evaluate privatizing/update specifications and advertise for replacement trucks prior to equipment lease expiration
-

Engineering

- Drainage projects for erosion control on Gordon's Creek behind Bakery Bldg; NRCS projects for south lagoon, Priest Creek at airport, West Pine St, and Amen Corner
 - Continuation of 4th Street and Longleaf Trace project
 - Safe Routes to School sidewalk projects
 - Broadway/Mobile transportation enhancements
 - 34th Avenue transportation enhancements
 - Tatum/Bonhomie traffic signal
 - Complete COMSWIP Phase I
 - Begin COMSWIP Phase II
 - Airport grants for drainage improvements, runway paving and approach lighting
 - Complete water plant renovations
 - USA Yeast pretreatment facility
 - Storm water infiltration study
 - Sewer treatment plan development with HRG
-

Federal Programs

MPO:

- Long range transportation plan update
- Bike/pedestrian plan
- GIS Phase II
- Marketing bus routes

Mass Transit:

- Bus shelters, kiosk

CDBG:

Housing repairs, rehabs, and down payment assistance

Water & Sewer

- Pickup for meter readers/service crew
 - Replenish supply of hydrants and meters
 - Replace aging service trucks, dump truck
 - Parts warehouse for equipment storage
 - Upgrade water utility software
 - Fence repairs at lagoons
 - Replace aerators
-

Budget Concerns to be Addressed:

- Maintaining a \$4M cash reserve in the General Fund
 - Maintaining a capital equipment replacement plan
 - Adjustment of pay scales
 - COMSWIP Phase II
 - Sewer treatment
 - Renovation of Police Dept facility
 - Replacing airport hangar roof
 - Upgrading or replacing generator at Depot
 - Property insurance deductible increased dramatically
 - Evaluate health insurance rate and benefit structure
 - Paving – downtown improvements as well as city-wide
-

How do we address these concerns?

- Revenue bond issue for water/sewer improvements
 - General obligation bond issue for building and other infrastructure improvements
 - Other potential financing avenues to be explored
-

Comparison of General Fund

FY 2013(as adopted in
September 2012)

FY 2014 (proposed)

Revenues 48,920,516

50,957,067

Expenses 46,649,557

48,621,039

Ending Cash 2,270,959

2,336,028

Current Tax Levy:

■ General Fund	32.15 mills	
■ Parks & Recreation	2.00 mills	
■ Library	1.95 mills	
■ Municipal Bonds & Int.	7.00 mills	
■ Police/Fire Retirement	3.82 mills	
■ Mass Transit	.50 mills	
■ Total City Mills		47.42 mills
■ School District Maintenance	58.50 mills	
■ School Bonds & Int.	6.71 mills	
■ School Shortfall Note	1.02 mills	
■ Total School Mills		66.23 mills
■ Total Levy		113.65 mills

Estimated Tax Levy:

■ General Fund	32.10 mills	
■ Parks & Recreation	2.00 mills	
■ Library	1.95 mills	
■ Municipal Bonds & Int.	7.00 mills	
■ Police/Fire Retirement	3.87 mills	
■ Mass Transit	.50 mills	
■ Total City Mills		47.42 mills
■ School District Maintenance	56.54 mills	
■ School Bonds & Interest	8.03 mills	
■ School Shortfall Note	.32 mills	
■ Total School Mills		64.89 mills
■ Total Levy		112.31 mills