

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, March 7, 2017

5:00 PM

Council Chambers

City Council

I. Call to Order**II. Call to Prayer and Pledge of Allegiance****III. Agenda Order****IV. Approval of Minutes for the January 29 and 30 and February 2, 6, 7, 8 and 21, 2017, City Council meetings.****V. PRESENTATION AGENDA****VI. POLICY AGENDA**

- VI.1. 2017-283** Adopt an Ordinance amending Section 5 B of Ordinance Number 3207, adopted September 20, 2016, to regulate parades, rallies and other similar uses of public places, modifying the requirements for parade marshals in Section 5 B2 and removing Section 5 B3.
1. Parade Ordinance, Amended, 2017
- VI.2. 2017-278** Adopt a Resolution authorizing Disbursement No. 13 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Banc of America Public Capital Corp and the City of Hattiesburg.
1. Energy Performance Disbursement 13
- VI.3. 2017-274** Approve and Authorize Mayor to execute Supplemental Agreement No. 14 between the City of Hattiesburg and ARE Consultants, Inc. to provide construction administration services for the Runway 31 Safety and Drainage Improvements-Runway Restoration Project (AIP No. 3-28-0031-0024-2017) for \$147,933.03.
1. Letter
2. Supplemental Agreement No. 14

- VI.4. 2017-269** Approve and authorize Mayor to execute Supplemental Agreement No. 13 between the City of Hattiesburg and ARE Consultants, Inc. to provide engineering services to finalize the design for the taxiway extension at a cost of \$35,692.63.
1. Letter
 2. Agreement
- VI.5. 2017-267** Approve and authorize Mayor to execute, in triplicate, a pre-application to the U.S. Department of Transportation-Federal Aviation Administration for a grant for construction of a taxiway extension for the Bobby L. Chain Municipal Airport.
1. Pre-Application
- VI.6. 2017-282** Take from the Table and Approve Change Order No. 3 from for the Eaton School Stabilization Phase decreasing the contract amount by \$3,852.37, resulting in a contract amount of \$66,119.63; Authorize Mayor to execute same in duplicate.
1. Change Order No. 3
 2. 11-17-15 Minute Order
- VI.7. 2017-239** Authorize Mayor to execute letter to Mississippi Department of Transportation requesting activation of the Country Club Road Reconstruction Project.
1. Project Activation Letter
- VI.8. 2017-280** Authorize the Mayor to execute service agreement with Verizon Wireless in connection with the implementation of the Mass Transit Intelligent Transportation Management System.
1. Verizon Agreement
- VI.9. 2017-270** Acknowledge receipt of the Consolidated Annual Performance & Evaluation Report and approve submission to the U.S. Department of Housing and Urban Development by March 31, 2017. {Entitlement}
1. 2016 CAPER

- VI.10. 2017-291** Adopt Resolution requesting the Mississippi Legislature of the State of Mississippi to amend enabling legislation of the Hattiesburg Tourism Commission, which stands repealed from and after June 30, 2017, to extend the repealer imposed on the Hattiesburg Tourism Commission and the special tax levied therefore, to July 1, 2021.
1. RES - Extend Repealer, Tourism Commission, 2017
- VI.11. 2017-292** Adopt a resolution requesting that FEMA determine that areas of the city affected by the January 21, 2017, tornados are eligible for the Private Property Debris Removal Program, allowing the city to assist with debris removal from private property to ensure the health and safety of citizens and to encourage economic recovery of the community.
1. Resolution-Private Property
2. FEMA- Fact Sheet
- VI.12. 2017-284** Authorize designation of Kermas Eaton as Applicant Agent to execute for and in behalf of the City of Hattiesburg, applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974, as amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, in regards to the Tornado that occurred in Hattiesburg beginning January 21, 2017, and to file applications with Governor's authorized representative.
1. Applicant Agent Designation, executed Applicant Agent Designation

VII. ROUTINE AGENDA

- VII.1. 2017-264** Authorize Mayor to renew maintenance agreement between the City of Hattiesburg and Kronos Incorporated for equipment support services and educational services on time clocks and time-keeping software for the period of June 16, 2017 through June 15, 2018 for a total of \$15,462.80.
1. 03-07-Kronos Maintenance
- VII.2. 2017-266** Authorize Mayor to execute agreement for Solid Waste Assistance Grant in the amount of \$75,000 from MDEQ for the 2017 Household Hazardous Waste Collection Project (Pine Belt Amnesty Day),
1. MDEQ Household Hazardous Waste Grant Award and Agreement
2. Household Hazardous Waste Grant Application

- VII.3. 2017-277** Authorize Mayor to enter into a Rental Agreement between the City and R J Young Company for a Canon IR C5540i copier located in the Hattiesburg Police Department Administration, in an amount not to exceed \$253.00 per month for 48 months.
1. R J Young Rental Agreement
 2. Rental Agreement - R J Young
 3. Rental Agreement Memorandum
- VII.4. 2017-281** Authorize Mayor to execute copier rental agreement between the City of Hattiesburg and RJ Young for copier located in the Municipal Court at a cost \$168.00 per month.
1. RJ Yong-Proposal
- VII.5. 2017-273** Approve the sale of Grave spaces, per attached memo.
1. Grave Memo
 2. Deeds
 3. Grave Receipts
- VII.6. 2017-268** Approve and authorize issuance of manual check for HOME Program Claim per the attached memorandum. {Entitlement HOME}
1. Community Connections Final Payment
- VII.7. 2017-276** Approve claims docket for the period ending February 28, 2017.
1. 2-28-17 Claims Docket



City of Hattiesburg, MS

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

FILE NUMBER: 2017-283

MEETING DATE: 03/07/2017

MINUTE BOOK NUMBER:

Brief Title: Amend Section 5 B of Parade Ordinance (#3207)

Title: Adopt an Ordinance amending Section 5 B of Ordinance Number 3207, adopted September 20, 2016, to regulate parades, rallies and other similar uses of public places, modifying the requirements for parade marshals in Section 5 B2 and removing Section 5 B3.

Type: Ordinance

Drafter: Debbie Bernardo

In Control: City Council

Reference:

Attachments: Parade Ordinance, Amended, 2017

File Created: 03/02/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 5B OF ORDINANCE 3207, ADOPTED
SEPTEMBER 20, 2016, TO AMEND ORDINANCE NUMBER 3198, ADOPTED
MAY 3, 2016, TO REGULATE PARADES, RALLIES, AND OTHER SIMILAR
USES OF PUBLIC PLACES, MODIFYING THE REQUIREMENTS FOR
PARADE MARSHALS IN SECTION 5 B2 AND REMOVING SECTION 5 B3.

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

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

SECTION 2. Definitions.

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

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

A. Exceptions. This ordinance shall not apply to:

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

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

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

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

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

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

- A.** The conduct of the parade will not substantially interrupt the normal, safe and orderly movement of other traffic contiguous to its route.
- B.** The conduct of the parade will not require the diversion of so great a number of police officers of the city to properly police the line of movement and the areas contiguous thereto

as to prevent normal police protection to the city. Toward that end, parade marshals will assist with the orderly flow of the parade and will be required for each parade as follows:

- (1) The parade chair will be responsible for providing the names, addresses, telephone numbers, email addresses and parade positions of the parade marshals for each parade float or vehicle.
 - (2) Any individual or organization sponsoring a parade float or vehicle shall provide one parade marshal on each side of the float or vehicle it is sponsoring. In no case will there be less than two parade marshals, one on each side, for a parade vehicle.
- C.** The conduct of such parade will not interfere with the movement of fire-fighting equipment en route to a fire or the movement of other emergency equipment.
- D.** The conduct of the parade is not reasonably likely to cause injury to persons or property, or to provoke disorderly conduct or create a disturbance.
- (1) Each individual and/or organization sponsoring a parade float or vehicle shall submit a list of specific “throws” to the parade chair for approval prior to the event; these lists may be submitted on the day of the event.
 - (2) Candy, favors and other “throws” tossed from parade vehicles shall be “family-friendly,” i.e., appropriate for children and all other members of an average family. No materials of a sexually explicit nature may be thrown or distributed during, before or after the parade.
 - (3) No parade participant, while on the parade route or in a parade staging area or disbanding area, shall throw, distribute, possess or control any of the following:
 - (a) “Confetti canisters” of any type or brand. “Confetti canisters” shall be defined as items that contain metallic or paper confetti streamers or other string-like substances that are expelled or discharged under pressure into the air;
 - (b) “Silly string” or other similar items that, when used, emit an adhesive string-like or adhesive streamer-like substance that is expelled or discharged from a pressurized container;
 - (c) Candy, favors or trinkets of a sexually explicit nature. This is to include condoms, prophylactics and/or any other sexually oriented devices or paraphernalia;
 - (d) Alcoholic beverages, including “jello shots.”
 - (e) Throws or trinkets that contain sharp edges or points, including but not limited to plastic or wooden spears and plastic, paper or silk flowers with wire stems;
 - (f) “Bomb bags” or other throws or trinkets of any type or brand that explode or detonate;
 - (g) “Stink bombs” or “stink sprays” of any type or brand. “Stink bombs” and “stink sprays” are defined as devices that emit an odorous substance when used.
 - (h) Boxes, including but not limited to corrugated boxes.
 - (i) Laser pointers and/or any similar device that emits a highly amplified ultraviolet or infrared light;
 - (j) Glass, except for eyeglasses.
 - (k) Any life-threatening object and/or noxious substances or liquids.
 - (4) Each individual and/or organization sponsoring a parade float or vehicle shall submit a list of those riders designated to distribute candy, favors and other “throws”; this list may be submitted on the day of the event.

- (a) At no time shall the driver of a parade vehicle toss or distribute “throws.”
 - (b) No “throws” of any kind shall be tossed or handed out to the front or rear of a parade float or other parade vehicle.
 - (c) No “throws” of any kind shall be tossed or handed out in the assembly or disbanding areas of the parade.
 - (5) Horses and other animals are prohibited, except for dogs and other adoptable animals from a city or county shelter that are featured on an approved parade float and controlled per regulations listed in Section H (3).
 - (6) Four-wheelers and other types of all-terrain vehicles (ATVs) are prohibited.
 - (7) The minimum age for participants walking in a parade shall be set at age 10. Said minimum age of 10 shall apply to members of bands and dance groups and to flag bearers, mascots, and others who typically participate in parades.
 - (8) All drivers shall be at least 18 years of age and shall have a valid driver’s license. All drivers of pull vehicles must have sufficient training from the tractor or float provider prior to the parade.
 - (9) All parade participants, whether on floats, in vehicles, or marching, shall be attired decently; no sexually indecent clothing or characterizations shall be allowed. Individuals and organizations participating in parades are prohibited from conduct, displays or behaviors that the general public would consider vulgar, indecent, shocking or offensive.
 - (10) Music played in any parade must be acceptable for public airwaves, and must not contain any words deemed unacceptable by the Federal Communications Commission.
 - (11) No person shall be allowed to participate in a parade if obviously intoxicated.
 - (a) The consumption of alcohol, including beer, in the assembly area of the parade is forbidden.
 - (b) Drivers of parade floats or vehicles are prohibited from consuming alcoholic beverages during the parade, or 12 hours prior to it. Drivers are not allowed to drink alcoholic beverages during the parade or to operate a parade vehicle while under the influence of alcohol or drugs.
 - (12) It shall be illegal for any person to smoke while on a float or vehicle before, during or after the parade, or any other time or place deemed unsafe by the parade organization or the City of Hattiesburg fire department.
 - (13) All tires on floats and vehicles pulling floats shall be in good condition.
 - (14) All decorations and attachments on each float shall be securely fastened, with no sharp, pointed or cornered objects on the exterior. No protruding nails shall be allowed on floats.
 - (15) No float rider shall sit on the ledge and/or railing of a float. No float rider shall stand on anything other than the float deck/floor. If the float rider’s height requires standing on an object other than the deck/floor of the float in order to participate in the parade, the object shall be secured and the rider shall be harnessed to the float.
- F.** The parade is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays in route.
- (1) Each participant shall report to the designated assembly area at least one hour prior to the scheduled start of the parade.

- (2) Entry by any individual, group or vehicle into the parade shall be permitted only at the designated assembly area, except in an emergency or when duly authorized by the parade chair.
 - (3) Exit by any individual, group or vehicle from the parade shall be permitted only at the designated disbanding area, except in an emergency or when duly authorized by the parade chair.
 - (4) Each band, marching club or marching or dance group in each parade shall be allowed no more than one motor vehicle to accompany the group in the parade and to bear the name of the group on both sides of the vehicle as identification.
 - (5) At no time shall any band, marching club, marching group or dance group make any unauthorized stop to perform, thereby delaying the schedule and preventing an expeditious completion of the parade.
- G.** The parade is not to be held for the sole purpose of advertising any product, goods or event, and is not designed to be held purely for private profit. However, the prohibition against advertising any product, goods or event, shall not apply to signs identifying organizations or sponsors furnishing or sponsoring floats or transportation for the parade.
- H.** The conduct of the parade will not create an undue burden to the City in terms of personnel and resources required for clean-up following the event.
- (1) Discarding of packaging, debris and trash in the assembly and disbanding areas and along the parade route is prohibited.
 - (2) Glass, except for eyeglasses, in the assembly and disbanding areas and along the parade route is prohibited.
 - (3) Horses and other animals are prohibited, except for dogs and other adoptable animals from a city or county shelter that are featured on an approved parade float and that are contained as follows:
 - (a) Each animal shall be contained on a leash.
 - (b) Each animal shall be assigned to a handler. At no time shall more than one animal be assigned to a handler during a parade.
 - (c) Each handler is responsible for cleaning and disposing of any waste deposits of the animal in his or her charge throughout the event; this includes the parade assembly area, the float, and the parade disassembly area.
 - (d) While in the parade assembly and disassembly areas, animals are to be contained on a leash at the minimum, and in a carrier when necessary (when the handler is unable to hold the leash and maintain control of the animal).
 - (e) Dogs and other adoptable animals that are aged three months and older must have been vaccinated for rabies.

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

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

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

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

- A. The governing authorities (Mayor and Council).
- B. The City Attorney.
- C. The Fire Chief.

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

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

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

SECTION 12. Public Conduct during Parades.

- A. **Interference.** No person shall unreasonably hamper, obstruct or impede, or interfere with any parade or parade assembly or with any person or vehicle participating or used in a parade.
- B. **Driving through parades.** No driver of any vehicle, except emergency vehicles, shall drive between the vehicles or persons comprising a parade when such vehicles or persons are in motion and are conspicuously designated as a parade.
- C. **Parking on parade route.** The Chief of Police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a highway or part thereof constituting a part of the route of a parade. The Chief of Police shall post signs to such effect, and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof. No person shall be liable for parking on a street unposted in violation of this chapter.
- D. **Following parade floats.** Individuals are hereby prohibited from following parade floats and bands without authorization from the parade chair.
- E. **Unauthorized participation.** No person, group or vehicle shall participate in a parade without proper authorization from the parade organization or interfere in any manner with the orderly conduct of the parade.
- F. **Obstruction of parade or parade traffic.** It shall be unlawful for any person in charge of a vehicle, horse or mule, or vending cart or other contrivance to park, stop, loiter or stand in such a manner as to obstruct, impede or inhibit the passage of any parade, or to obstruct, impede or inhibit the passage of traffic on any intersecting or adjacent street to the parade route.

- G. Obstruction of vehicular or pedestrian traffic.** It shall be unlawful for any person at any time to place or cause to be placed any type of obstruction, including but not limited to ropes, tents, scaffolds, barricades or vehicles, which may act to impede vehicular or pedestrian traffic on any right-of-way along a parade route, without first seeking proper permission from the city.

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

SECTION 14. Indemnification and Insurance.

- A.** The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made, by filing such application do represent, stipulate, contract and agree that they will jointly and severally indemnify and hold the city harmless against liability for any and all claims for damage to property, or injury to, or death of persons arising out of or resulting from the issuance of the permit or the conduct of the parade or its participants.

- B.** In addition, no parade permit shall be issued unless the applicant therefor shall obtain a comprehensive general liability insurance policy, issued by an insurance company authorized to do business in the State of Mississippi, with coverage of not less than One Million Dollars (\$1,000,000.00) and that includes the assembly area, the parade route, the disbanding area of the parade, and any other area used by the participants of the parade. The city shall be named as an additional insured on the policy.

- C.** The owner of each vehicle participating in the parade shall provide proof of Auto Liability

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

Property damage ----- \$ 25,000 each occurrence

Bodily injury or death ----- \$ 50,000 each person

\$ 25,000 each occurrence

- D.** At the time of the application for the parade permit satisfactory proof that the required insurance has been obtained must be presented to the Chief of Police. The requirement for satisfactory proof may be complied with either by depositing the insurance policy itself with the Chief of Police or by furnishing a certificate of insurance, meeting the following specifications to the Chief of Police:

- (1) The insurance policies issued should be listed and for each policy the type of insurance, policy number, expiration date and limits of liability should be shown.

- (2) The certificate should designate the City of Hattiesburg as certificate holder and as an additional insured, and should contain a statement to the effect that the policies listed are in force and that in the event of cancellation or any material change in a policy affecting the certificate holder, at least ten (10) days prior written notice will be given to the certificate holder.

- (3) Below the schedule of insurance in force, the certificate should include a statement substantially as follows:

"The comprehensive general liability policy above includes coverage of designated premises and coverage for contractual liability in compliance with the provisions of Ordinance No. _____ of the City of Hattiesburg, for a parade to be held on (date)_____."

- (4) The certificate should be signed or countersigned by an authorized local agent of the issuing company or companies and should have attached a copy of power of attorney evidencing the agent's authority.

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

SECTION 15. Penalties.

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

SECTION 16. That Ordinance 3207, adopted 9-20-16 to amend Ordinance 3198, adopted 5-3-16 to amend Ordinance 1708, adopted 4-21-71, and any other ordinances in conflict, be and the same are hereby repealed.

Section 17: That this Ordinance shall take effect and be in force from and after passage as provided by law.

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

YEAS:

NAYS:

ABSENT:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 7th day of March, A.D., 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above foregoing Ordinance having been submitted to and approved by the Mayor, this the 7th day of March, A.D., 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



City of Hattiesburg, MS

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

FILE NUMBER: 2017-278

MEETING DATE: 03/07/2017

MINUTE BOOK NUMBER:

Brief Title: Energy Performance Disbursement No. 13

Title: Adopt a Resolution authorizing Disbursement No. 13 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Banc of America Public Capital Corp and the City of Hattiesburg.

Type: Resolution

Drafter: Marie Harris

In Control: City Council

Reference: Lamar Rutland

Attachments: Energy Performance Disbursement 13

File Created: 02/28/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Disbursement No. 13 of funds from the Escrow Account in connection with the Equipment Lease/Purchase Agreement between the City and Banc of America Public Capital Corp and an Escrow and Account Control Agreement between the City and Bank of America, N.A., as Escrow Agent, dated February 4, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING DISBURSEMENT NO. 13 FROM THE ESCROW ACCOUNT IN CONNECTION WITH THAT EQUIPMENT LEASE/PURCHASE AGREEMENT DATED FEBRUARY 4, 2016, BY AND BETWEEN THE CITY AND BANC OF AMERICA PUBLIC CAPITAL CORP AND AN ESCROW AND ACCOUNT CONTROL AGREEMENT BETWEEN THE CITY AND BANK OF AMERICA, N.A., AS ESCROW AGENT, ALL IN CONNECTION WITH THAT CERTAIN PERFORMANCE CONTRACT UNDERTAKEN PURSUANT TO THE MISSISSIPPI DEVELOPMENT AUTHORITY CAPITAL LEASE PROGRAM TO FINANCE ENERGY EFFICIENCY AND CONVERSATION EQUIPMENT FOR CERTAIN FACILITIES LOCATED THROUGHOUT THE CITY, AND RELATED MATTERS.

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

Whereas, the City Council of the City now finds it necessary to approve Disbursement No. 13 from the Escrow Account under the Lease in the total aggregate amount of \$ 116,556.00 for the purpose of paying vendors in connection with the lease as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Disbursement No. 13 from the Escrow Account under the Lease in the total aggregate amount of **Eighty-Five Thousand Forty-Eight and no/100 Dollars (\$ 85,048.00)** for the purpose of paying vendors in connection with the Lease as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Bank of America, National Association, as the Escrow Agent, to disburse funds of Disbursement No. 13 in the total aggregate amount **Eighty-Five Thousand Forty-Eight and no/100 Dollars (\$ 85,048.00)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 7th day of **March**, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of **March**, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

DISBURSEMENT OF ESCROW FUNDS REQUEST

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

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

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

APPLICATION NO: 13
PERIOD TO: 2/28/2017
PROJECT NO: 5PYQ-0016

Distribution to:

☒ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM CONTRACTOR:

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

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

CONTRACT FOR: Energy Performance Upgrades

CONTRACT DATE: 28-Aug-15

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

CONTRACTOR:

Johnson Controls, Inc.

By:

Derland Moore II

Date:

2/17/2017

1. ORIGINAL CONTRACT SUM \$ 7,249,714
2. Net change by Change Orders \$ 0
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 7,249,714
4. TOTAL COMPLETED & STORED TO \$ 6,674,607
DATE (Column G on G703)

5. RETAINAGE:

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

6. TOTAL EARNED LESS RETAINAGE \$ 0
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR \$ 6,674,607
PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 6,589,559

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 85,048
(Line 3 less Line 6)

AMOUNT CERTIFIED \$ 85,048

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

Owner:

By:

Date:

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

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

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5262

CONTINUATION SHEET

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

Use Column I in Contracts where variable retainage for line items may apply.

AIA DOCUMENT G703

PROJECT NO: 30000016

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

17-Feb-17

24-Jan-17

A	B	C	D		E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN DOR'S)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (H/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	General Fund								
1	Lighting Upgrade	\$ 1,186,211	\$ 1,138,196	0	\$0	\$1,138,196	96%	\$48,015	\$0
2	Energy Management Control System	\$ 470,334	\$448,702	0	\$0	\$448,702	95%	\$21,632	\$0
3	Small Unitary Equipment Replacement	\$ 362,896	\$359,367	0	\$0	\$359,367	99%	\$3,529	\$0
4	City Hall HVAC Upgrade	\$ 593,004	\$516,868	15,000	\$0	\$531,868	90%	\$61,136	\$0
5	Jackie Doyle HVAC Upgrade	\$ 102,285	\$102,285	0	\$0	\$102,285	100%	\$0	\$0
6	Solar Photo-Voltaic System	\$ 33,901	\$33,901	0	\$0	\$33,901	100%	\$0	\$0
	Enterprise Fund								
7	Lighting Upgrade	\$ 394,328	\$359,608	0	\$0	\$359,608	91%	\$34,720	\$0
8	Energy Management Control System	\$ 33,262	\$28,904	0	\$0	\$28,904	87%	\$4,358	\$0
9	Boiler Replacement	\$ 144,945	\$144,945	0	\$0	\$144,945	100%	\$0	\$0
10	Water Treatment Plant Control Upgrade	\$ 1,240,751	\$1,086,781	30,048	\$0	\$1,116,829	90%	\$123,922	\$0
11	Lift Station Control Upgrade	\$ 1,409,975	\$1,225,236	40,000	\$0	\$1,265,236	90%	\$144,739	\$0
12	Water Conservation Option	\$ 1,277,822	\$1,144,766	0	\$0	\$1,144,766	90%	\$133,056	\$0
GRAND TOTALS:		\$7,249,714	\$6,589,559	85,048	\$0	\$6,674,607	92%	\$575,107	\$0

Johnson Controls Energy Project Status

BLDG NAME / SITE	Completed	Ongoing	Have not started
Sanitation Office Facilities LED Lighting (55) Thermosats			
Public Works Facilities (5 Bldgs) LED Lighting (166) Thermosats			
Mass Transit Operations Building LED Lighting (64) Thermosats			
Maintenance Shop, Traffic Control LED Lighting (118) Thermosats			
L.T. Ben McNair Recreation Center LED Lighting (123) Thermosats			
AC unit replacement (2x10 ton) W. U. Bill Sidler Community Center LED Lighting (69) Thermosats			
Kemper Park Facilities LED Lighting (59) + Tennis Courts Water Billing Office LED Lighting (55) Thermosats			
San Antonio Street Soccer Complex LED Lighting (10) LED Lighting (42) Cameron Field with Buildings LED Lighting (90) Hattiesburg Employee Clinic LED Lighting (23) Thermosats			
City Engineering Office LED Lighting (92) Thermosats			
HVAC upgrade (5 ton to 8 ton) Solar shades Solar panels Car charging station LED Lighting (374) Thermosats			
HVAC upgrade (2x10 ton) Solar shades			
Weather striping Oseola McCarty Park Lighting / West Street Walking trail LED Lighting (19)			
Walking Trail (37th St) Beverly Hills / Leisure Park LED Lighting (9)			
Percy Charles Bailey Fitness and Walking Trail Restrooms / East Side Park Facilities LED Lighting (34) Bobby Chain Air Port Facilities LED Lighting (193)			

BLDG NAME / SITE	Completed	Ongoing	Have not started
Fire Station #3 LED Lighting (46) Thermosats			
Peoples Park LED Lighting (34) Walking Trail (18th St) LED Lighting (19) Walking Trail (5th St) LED Lighting (36)			
C.E. Roy Community Center / 5th Street Bell Sanderford LED Lighting (184) Thermosats			
WALK PARK WITH VERNAN DAHMER LED Lighting (33) + Tennis Courts Civic Center - Parking Garage (Trustmark) LED Lighting (22)			
City Hall Building (Historic Building) LED Lighting (546) Thermosats			
HVAC upgrade Boiler Replacement Fluid Coolers Replacement Solar Shades Weather striping			
Fire Station #1 (New Facility) LED Lighting (218) Thermosats			
Water Plant #1, 2 Bldgs & Pumps LED Lighting (172) Thermosats			
Water treatment plant controls upgrade Highland Cemetery LED Lighting (45) Thermosats			
AC unit replacement (2 x 5 ton) Fire Department Admn Bldg LED Lighting (45) + Thermosats			
Water Plant #2 Admn Bldg LED Lighting (54) Thermosats			
Water Plant #2 Facilities, 4 Bldgs LED Lighting (272) Boiler Replacement			
Fire Station #2 LED Lighting (22) Thermosats			
Fire Station #4 LED Lighting (50) Thermosats			
Fire Station #5 LED Lighting (35) Fire Station #6 LED Lighting (83)			

BLDG NAME / SITE	Completed	Ongoing	Have not started
Fire Station #7 LED Lighting (97) Thermosats			
Fire Station #8 LED Lighting (86) Thermosats			
Culture Center (Historic Building) LED Lighting (135) Thermosats			
Hattiesburg Train Depot LED Lighting (430) Thermosats			
HVAC upgrade (24.5 ton, 1x7.5 ton, 1x20 ton) Weather striping Tatum Park Complex LED Lighting (242) + Tennis Courts Thermosats			
Unetta Street Gym LED Lighting (25) Thermosats			
AC unit replacement N.R. Burger Center Thermosats			
Timberton Complex LED Lighting (76) - Exterior & Concession Stands LED Lighting (24) - Walk Park Thermosats			
Arena Dive Water Tank LED Lighting (1) Duncan Lake RESTROOMS ONLY LED Lighting (4) Forrest General Water Tank and Booster Station LED Lighting (25) Thermosats			
LINCOLN RD EXTENSION / LINCOLN ROAD BOOSTER STATION LED Lighting (8) Lincoln Rd Tank LED Lighting (4) Lincoln Road Booster Station LED Lighting (55) North Lagoon Chlorine Bldg and Pump LED Lighting (4) RICHBURG ELEV. TANK: 40TH AVE LED Lighting (16) South Lagoon - Chlorine Bldg, East Laurel Lift Station, Bucket Lift LED Lighting (4)			
US Hwy 98 Water Tank & Booster Station LED Lighting (4) USM Tank - Storage used by USM under tank, Chlorine Bldg LED Lighting (4) Veteran's Memorial Park Facilities LED Lighting (33) W 4th St Well & Chlorine Bldg LED Lighting (3)			

SCHEDULE 1
to the Escrow and Account Control Agreement

FORM OF DISBURSEMENT REQUEST

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

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

Disbursement Amounts:

Payee's Name and Address (if disbursement via wire, must include wire transfer instructions)	Invoice Number	Dollar Amount	Purpose
Johnson Control, Inc. JPM Chase One Bank Plaza Chicago, IL 60 670 ABA# 071000013 Account # 5514347	Pay App 13	\$85,048.00	Energy Performance Upgrades

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

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

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

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

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

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

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

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

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

Dated: March 7, 2017

CITY OF HATTIESBURG, MISSISSIPPI

By: _____

Mayor Johnny L. DuPree

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

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____
Name:
Title:



City of Hattiesburg, MS

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

FILE NUMBER: 2017-274

MEETING DATE: 03/07/2017

MINUTE BOOK NUMBER:

Brief Title: Supplemental Agreement No. 14-ARE Consultants, Inc.

Title: Approve and Authorize Mayor to execute Supplemental Agreement No. 14 between the City of Hattiesburg and ARE Consultants, Inc. to provide construction administration services for the Runway 31 Safety and Drainage Improvements-Runway Restoration Project (AIP No. 3-28-0031-0024-2017) for \$147,933.03.

Type: Action Item

Drafter: Marie Harris

In Control: City Council

Reference: Lamar Rutland

Attachments: Letter, Supplemental Agreement No. 14

File Created: 02/27/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File



February 24, 2017

Mr. Lamar Rutland, PE, City Engineer
City of Hattiesburg
212 W. Front Street
Hattiesburg, MS 39401

Subject: Bobby L. Chain (HGB) Municipal Airport
Supplemental Agreement No. 14
Taxiway A Extension
Airport Improvement Program
Reimbursable Construction Administration Services

Dear Mr. Rutland,

Our contract is for providing engineering services to administer the construction grant. They include all tasks preparing and transmitting FAA requirements for and developing documents for the construction contract and monitoring the construction activities along with inspection. Construction phases will be coordinated to cause minimum disruption to the airport. Charges for these services will be reimbursed by the FAA grant.

Please contact us if you require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Bailey Jr.", is written over the word "Sincerely,".

W. Sherwood Bailey Jr.
ARE Consultants, Inc.

Supplemental Agreement No. 14

for

Inspection and Construction Administration

associated with

Runway 31 Safety and Drainage Improvement
Taxiway A Extension

A.I.P Project No. 3-28-0031-0024-2017

Hattiesburg-Bobby L. Chain Municipal Airport

for the

City of Hattiesburg
Forrest County, Mississippi

Submitted by:

ARE Consultants, Inc.
800 Spring Street, Suite 214
Shreveport, LA 71101

March, 2017

**Inspection and Construction Administration associated with
Runway 31 Safety and Drainage Improvements-
Runway Restoration A.I.P Project No. 3-28-0031-0024-2017**

Hattiesburg-Bobby L. Chain Municipal Airport

Hattiesburg, Mississippi

This Supplemental Agreement, made and entered into this _____ day of March, 2017, by and between the City of Hattiesburg, hereinafter called the OWNER, acting by and through the Hattiesburg City Council, hereinafter called the HCC, who is duly authorized to act for and in behalf of said Owner, and ARE Consultants, Inc., hereinafter called the ENGINEER.

WITNESSETH : That;

WHEREAS, the Owner, on May, 2011, in concert with the Mississippi Department of Transportation and Development (DoTD), and the Engineer entered into a contract to prepare plans and specifications for Runway 13 Drainage and Safety area Improvements - Bobby L. Chain Airport hereinafter called the Project, in accordance with guidelines established by the Federal Aviation Administration, hereinafter called FAA; and

WHEREAS, the Owner, with the approval of the DoTD, desires to obtain construction engineering and inspection services for performing construction administration, construction reference staking, and resident inspection in connection with the parallel taxiway extension portion of said project; and

WHEREAS, the Engineer is agreeable to undertaking the services under conditions and for fees satisfactory to the Owner and DoTD;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

EMPLOYMENT OF ENGINEER

The Owner agrees to employ the Engineer and the Engineer agrees to perform professional engineering, construction surveying, and inspection services, as more particularly described in the sections to follow, in connection with the Project, and in consideration for having rendered such services, the Owner agrees to pay the Engineer compensation as stated in the sections to follow. The specific services are detailed in attached exhibits "B" and "C."

The Engineer agrees to proceed upon written authorization by the Owner and DoTD, with the services, in proper sequence and in the times specified for the Project as hereinafter set forth.

Contract Time:

The services to be performed under this Supplemental Agreement shall be commenced promptly upon written notice from the owner to proceed and shall be completed within 180 days. The term of this contract may be mutually extended in writing by the parties to this contract for changes to scope.

Compensation:

Compensation to the Engineer for services rendered for this Supplemental Agreement for CONSTRUCTION PHASE SERVICES will be made on the basis of a lump sum fee.

The total lump sum fee that will be paid to the Engineer under the terms of this Supplemental Agreement is **\$147,933.03** payable in monthly installments as specified under "Payment."

Payment:

Payments to the Engineer for services rendered will be made monthly based on a certified invoice directly proportional to the percentage of completion of work as shown in the monthly progress schedule. The monthly progress schedule shall show in detail the status of the work, shall be subdivided into appropriate Phases with estimate percentages for each Phase, and shall be a form and with a division of items as approved by the DoTD. The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 61 of the Federal Acquisition Regulation (FAR) as appropriate.

Notice to Proceed:

The Engineer shall proceed with the services specified in this Supplemental Agreement after execution of the agreement and upon direct written order of the owner.

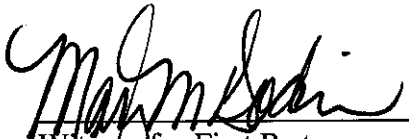
Original Contract:

All the requirements of the aforesaid contract of May __, 2011, except as specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

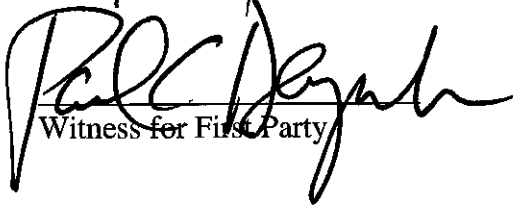
A R E Consultants, Inc.



Witness for First Party
Mary M. Godwin



W. Sherwood Bailey, Jr.
Title: President



Witness for First Party

72-1145432
Federal Identification Number

City of Hattiesburg

Witness for Second Party

Mayor Johnny L. DuPree

Witness for Second Party

Supplemental Agreement No. 14 for
Inspection and Construction Administration
associated with
Runway 31 Safety and Drainage Improvements-
Taiway A Extension

A.I.P Project No. 3-28-0031-0024-2017

Hattiesburg-Bobby L. Chain Municipal Airport

Hattiesburg, Mississippi

EXHIBIT A
Contractor Contractual Requirements
Title VI Assurances

During the performance of this contract, the contractor, for himself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to as certain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to —

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor of the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Minority Business Enterprise (MBE) Assurances

1. Policy. It is the policy of the Department of Transportation (DOT) that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR 23 apply to this agreement.

2. MBE Obligation. The contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not

discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

Supplemental Agreement No. 14 for
Inspection and Construction Administration
associated with

Runway 31 Safety and Drainage Improvements-
Runway Restoration
A.I.P Project No. 3-28-0031-0024-2017

EXHIBIT B
Detailed Scope of Services

This is an Exhibit modification attached to and made a part of the Engineering Services Agreement made in May, 2011, between the City of Hattiesburg and ARE Consultants, Inc. providing for professional engineering services. The Basic Services are amended and supplemented as indicated below:

1. **Paragraph 3.1.2.** The construction administration phase is made a part agreement as relates to Runway 13-31 Restoration.

2. **Paragraph 3.4.5.** As part of the Basic Services Fee, the Engineer shall:
 - a. Coordinate bid process and develop construction contract in compliance with FAA requirements.

 - b. The initial phase of construction reference staking shall consist of monumenting the runway centerline as directed by the Engineer. Establish reference line and grade for runway centerline profile.

 - c. Provide project administration and resident engineering.

Required Resident Inspector on site hours are equivalent to thirteen (13) sixty six (66) hour weeks.

**Supplemental Agreement No. 14 for
Inspection and Construction Administration
associated with**

**Runway 31 Safety and Drainage Improvements-
Taxiway A Extension**

A.I.P Project No. 3-28-0031-0024-2017

EXHIBIT C

**Duties, Responsibilities and Limitations of Authority
of the Resident Project Representative**

A. GENERAL

Resident Project Representative, as the Engineer's Agent, will act as directed by and under the supervision of the Engineer, and will confer with the Engineer regarding his actions. Resident Project Representative's dealings in matters pertaining to the on-site work in general be only with the Engineer and Contractors, keeping the Owner advised as necessary, and dealings with subcontractors shall only be through or with the full knowledge of the Contractors. Written communications with the Owner will be only through or as directed by the Engineer.

B. DUTIES AND RESPONSIBILITIES

Resident Project Representative will:

1. Schedules.

Review the progress schedule of shop drawing submission and schedule of values prepared by the Contractors and consult with the Engineer concerning their acceptability.

2. Conferences.

Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with Engineer and notify in advance those expected to attend. Attend meetings, and maintain and circulate copies of minutes thereof.

3. Liaison.

- a. Serve as the Engineer's liaison with each Contractor's Superintendent and assist him in understanding the intent of the contract documents. Assist the Engineer in serving as the Owner's liaison with the Contractors when the construction operations affect the Owner's on-site operations.
- b. As requested by the Engineer, assist in obtaining from the Owner additional details or information, when requested at the job site for proper execution of the work.

4. Shop Drawings and Samples.

- a. Receive and record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by the Contractors, and notify Engineer of their availability for examination.
- b. Advise the Engineer and Contractors of their Superintendents immediately of the commencement of any work requiring a Shop Drawing or sample submission if the submittal has not been approved by the Engineer.

5. Review of Work, Rejection of Defective Work, Inspection and Tests.

- a. Conduct on-site observations of the work in progress to assist the Engineer in determining if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.
- b. Report to the Engineer whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; advise the Engineer when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspections or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that the Contractor maintains adequate records thereof; observe, record and report to the Engineer appropriate details relative to the test procedures and startups.

6. Interpretation of Contract Documents.

Transmit to Contractors the Engineers clarifications and interpretations of the Contract Documents.

7. Modifications.

Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to the Engineer.

8. Records.

- a. Maintain at the job site orderly files for correspondence, reports or job conferences, Shop Drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract Documents, progress reports, and other Project related documents.
- b. Keep a daily or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to the Engineer.
- c. Maintain on a current basis a set of project drawings marked to show the work as actually constructed and assist the Engineer in the preparation of a set of Record Drawings from the information on these marked drawings.
- d. Record names, addresses and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

9. Report.

- a. Furnish the Engineer periodic reports as required of progress of the work and Contractors compliance with the approved progress schedule and schedule of Shop Drawings and sample submissions.
- b. Consult with the Engineer in advance of scheduled major tests, inspections or start of important phases of the work.
- c. Report immediately to the Engineer upon the occurrence of any accident.

10. Payment Requisitions.

Review applications for payments with Contractor for compliance with the established procedure for their submission and forward them with recommendations to the Engineer, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

11. Certificates, Maintenance and Operations Manuals.

During the course of the work, verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to Engineer for his review and forwarding to the Owner prior to final acceptance of the work.

Supplemental Agreement No. 14

for

Inspection and Construction Administration

associated with

Runway 31 Safety and Drainage Improvements-
Taxiway A Extension

A.I.P Project No. 3-28-0031-0024-2017

City of Hattiesburg

Back-up Calculations

for

Fee Computations

**Inspection and Construction Administration Agreement
A.I.P. 3-28-0031-0024-2017**

Taxiway A Extension

Hattiesburg-Bobby L. Chain Municipal Airport

Phase III - Engineering Fee Calculation							
Hourly Wages							
Clerical	—	66	hours	@	\$20.00	=	\$1,320.00
Technician	—	126	hours	@	\$35.00	=	\$4,410.00
Resident Engineer	—	120	hours	@	\$54.00	=	\$6,480.00
Project Manager	—	128	hours	@	\$57.00	=	\$7,296.00
Principal	—	42	hours	@	\$86.00	=	\$3,612.00
Inspector	—	858	hours	@	\$36.50	=	\$31,317.00

Phase III - Engineering Fee Calculation	
Direct Costs	
Direct Payroll Cost	\$54,435.00
Overhead (Includes Payroll Additives - 134%)	\$72,942.90
Expenses (See below)	\$ 1,200.00
Total Estimated Cost	\$128,577.90
Profit @ 13.07%	\$16,805.13
Engineering Fee	\$145,383.03
Surveying Fee	\$2,550.00
Total Fee - Phase III	\$147,933.03

Phase III - Engineering Fee Calculation								
Profit Percentage Computation								
A.	Supervisory Hours	170	/	1340	X	17%	=	2.16%
B.	Engineer Hours	120	/	1340	X	14%	=	1.25%
C.	Other Hours	1050	/	1340	X	12%	=	9.40%
D.	Total (A+B+C)						=	12.81%
E.	Complexity Factor						=	1.00
F.	Overhead (Manual Curve)						=	1.01
G.	Fee Size (Manual Curve)						=	1.01
Profit = D x E x F x G							=	13.07%

Phase III - Engineering Fee Calculation		
Direct Expenses		
Travel and Mileage (900 miles @ \$0.50/mile)	=	\$ 450.00
Postage and Telephone	=	\$150.00
Reproduction	=	\$600.00
Total Direct Expenses	=	\$1,200.00



City of Hattiesburg, MS

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

FILE NUMBER: 2017-269

MEETING DATE: 03/07/2017

MINUTE BOOK NUMBER:

Brief Title: Approve and authorize Mayor to execute Supplementa

Title: Approve and authorize Mayor to execute Supplemental Agreement No. 13 between the City of Hattiesburg and ARE Consultants, Inc. to provide engineering services to finalize the design for the taxiway extension at a cost of \$35,692.63.

Type: Action Item

Drafter: Marie Harris

In Control: City Council

Reference: Lamar Rutland

Attachments: Letter, Agreement

File Created: 02/24/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File



February 24, 2017

Mr. Lamar Rutland, PE, City Engineer
City of Hattiesburg
212 W. Front Street
Hattiesburg, MS 39401

Subject: Bobby L. Chain (HGB) Municipal Airport
Supplemental Agreement No. 13
Taxiway A Extension
Airport Improvement Program
Final Design Alternates

Dear Mr. Rutland,

Our contract is for providing engineering services to finalize the design for the taxiway extension. They include all tasks to finalize plans and specifications including additive alternates and lighting options per FAA guidance and in the manner discussed with the program manager December 16, 2016 and in subsequent communications. Charges for these services will be reimbursed by the FAA grant.

Please contact us if you require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Bailey Jr.", is written over a horizontal line.

W. Sherwood Bailey Jr.
ARE Consultants, Inc.

**Supplemental Agreement No. 13
Engineering Services**

**Associated with
Runway 13-31 Safety and Drainage Improvements-
Partial Parallel Taxiway Improvement
Hattiesburg-Bobby L. Chain Municipal Airport**

**City of Hattiesburg
Forrest County, Mississippi**

Submitted by:

**ARE Consultants, Inc.
800 Spring Street, Suite 214
Shreveport, LA 71101**

March, 2017

Supplemental Agreement No. 13

Engineering Services

Associated with

Runway 13-31 Safety and Drainage Improvements-

Partial Parallel Taxiway Improvement

Hattiesburg-Bobby L. Chain Municipal Airport

This Supplemental Agreement, made and entered into this _____ day of March, 2017, by and between the City of Hattiesburg, hereinafter called the OWNER, acting by and through the Hattiesburg City Council, hereinafter called the HCC, who is duly authorized to act for and in behalf of said Owner, and ARE Consultants, Inc., hereinafter called the ENGINEER.

WITNESSETH : That;

WHEREAS, the Owner, in May 2011, in concert with the Mississippi Department of Transportation and Development (DoTD), and the Engineer entered into a contract to prepare plans and specifications for Runway 13 Drainage and Safety Area Improvements - Bobby L. Chain Airport hereinafter called the Project, in accordance with guidelines established by the Federal Aviation Administration, hereinafter called FAA; and

WHEREAS, the Owner, with the approval of the DoTD, desires to improve and extend the parallel taxiway and

WHEREAS, the Engineer is agreeable to undertaking the services under conditions and for fees satisfactory to the Owner and DoTD;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

EMPLOYMENT OF ENGINEER

The Owner agrees to employ the Engineer and the Engineer agrees to perform engineering, field research, and related administrative services, as more particularly described in the sections to follow, in connection with the Project, and in consideration for having rendered such services, the Owner agrees to pay the Engineer compensation as stated in the sections to follow. The specific services are detailed in attached exhibit "B".

The Engineer agrees to proceed upon written authorization by the Owner and DoTD, with the services, in proper sequence and in the times specified for the Project as hereinafter set forth.

CHARACTER AND EXTENT OF SERVICES

1. GENERAL

1.1 The Engineer shall render the engineering services necessary for the development of the Project in accordance with Mississippi DOTD and FAA requirements. These services will include serving as the Owner's professional engineering representative for the Project and providing professional engineering consultation and advice to the Owner. The Project contains three phases identified in general as follows:

Phase II: Final Design Alternates Phase
Phase III: Construction Phase

1.2 The Engineer will be responsible for performing Phase II in accordance with the terms of this Agreement under the direct administration of a "Project Coordinator" who will be identified when the work is authorized. Phase III is not a part of this Agreement at this time.

1.3 The phases are described more specifically as follows:

2. PHASE I — PRELIMINARY PHASE- N/A

2.1 Attend Preliminary conferences with the Owner, the HCC and other interested parties to review available data and to clarify and define the requirements of the Project.

2.2 Identify and analyze the requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

2.3 Prepare a preliminary engineering report on the Project in sufficient detail to indicate the problems involved and the alternative solutions available to the Owner, to include preliminary layouts and cost estimates for the Project, and to set forth clearly the Engineer's recommendations. Furnish the Owner with five copies of the report.

2.4 Perform field surveys, including any necessary topographic surveys, required to collect data required for the design of the Project. Boundary and right-of-way surveys are excluded.

2.5 Establish the scope of any soils and foundation investigations or any special surveys, boundary surveys, or special tests which, in the opinion of the Engineer, may be required for the design of the Project; assist the Owner, if requested, to obtain such services from others.

3 PHASE II — DESIGN PHASE

3.1 Attend meetings and conferences as may be necessary to obtain information and to coordinate and/or resolve design matters.

3.2 Prepare detailed plans, specifications, contract documents, and cost estimates.

3.3 Furnish engineering data, as may be required, for applications for regulatory permits required by local, state and federal authorities.

3.4 Furnish the Owner eighteen (18) copies of the plans, specifications, contract documents, and estimates for final review by the Owner and approving authorities.

3.5 Make revisions to the plans, specifications, contract documents and, estimates as may be required after final review by the Owner and approving authorities. The Engineer shall not be required to guarantee the accuracy of the estimates. Plans shall be prepared on Mylar or vellum of the highest quality. Provide the Owner with eighteen (18) copies of the revised and approved plans, specifications and contract documents for bidding purposes. Copies of the plans, specifications, and contract documents in excess of the specified number will be paid for under the provisions for Contract Changes.

The services to be performed under this Supplemental Agreement shall be commenced promptly upon written notice from the owner to proceed and shall be completed within 180 days. The term of this contract may be mutually extended in writing by the parties to this contract for changes to scope.

Compensation:

Compensation to the Engineer for services rendered in connection with this Agreement will be made on the basis of a lump sum fee for each Agreement Phase as follows:

Phase II Design Phase-Final Design Alternates	<u>\$35,692.63</u>
---	--------------------

Compensation for Phase III Construction Phase Services shall be covered by a supplemental agreement to this contract. Several variables including construction time will be more clearly defined during the preliminary and design phases of the project.

The total lump sum fee that will be paid to the Engineer under the terms of this Supplemental Agreement is \$35,692.63 payable in monthly installments as specified under "Payment."

Payment:

Payments to the Engineer for services rendered will be made monthly based on a certified invoice directly proportional to the percentage of completion of work as shown in the monthly progress schedule. The monthly progress schedule shall show in detail the status of the work, shall be subdivided into appropriate Phases with estimate percentages for each Phase, and shall be a form and with a division of items as approved by the DoTD. The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 61 of the Federal Acquisition Regulation (FAR) as appropriate.

Notice to Proceed:

The Engineer shall proceed with the services specified in this Supplemental Agreement after execution of the agreement .

Original Contract:

All the requirements of the aforesaid contract of May , 2011, except as specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

A R E Consultants, Inc.


Witness for First Party
Mary M Godwin


W. Sherwood Bailey, Jr.
Title: President


Witness for First Party

72-1145432
Federal Identification Number

City of Hattiesburg

Witness for Second Party

Mayor Johnny L. DuPree

Witness for Second Party

SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

1. This Agreement is subject to the following special provisions.
- 2 . The following Exhibits are attached to and made a part of this Agreement.
 - 2.1 Exhibit A "Contractor Contractual Requirements", consisting of three (3) pages.
 - 2.2 Exhibit B, "Detailed Scope of Work".

Supplemental Agreement No. 13

Engineering Services

Associated with

Runway 13-31 Safety and Drainage Improvements- Partial Parallel Taxiway Improvement Hattiesburg-Bobby L. Chain Municipal Airport

EXHIBIT A

Contractor Contractual Requirements Title VI Assurances

During the performance of this contract, the contractor, for himself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to as

certain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to —

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor of the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Minority Business Enterprise (MBE) Assurances

1. Policy. It is the policy of the Department of Transportation (DOT) that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR 23 apply to this agreement.

2. MBE Obligation. The contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

**Supplemental Agreement No. 13
Engineering Services**

**Associated with
Runway 13-31 Safety and Drainage Improvements-
Partial Parallel Taxiway Improvement
Hattiesburg-Bobby L. Chain Municipal Airport**

EXHIBIT B

Detailed Scope of Services

This is an Exhibit attached to and made a part of the Engineering Services Agreement Runway 13 Drainage and Safety Area Improvements – Partial Parallel Taxiway Improvement between the City of Hattiesburg and ARE Consultants, Inc. providing for professional engineering services. The Basic Services as described in said Agreement are amended and supplemented as indicated below:

**Scope of services for the design associated with
Supplemental Agreement No. 13
Engineering Services**

**Associated with
Runway 13-31 Safety and Drainage Improvements-
Partial Parallel Taxiway Improvement

Hattiesburg-Bobby L. Chain Municipal Airport**

Phase II — Design Phase

- * Coordinate the initial design activities with government agencies. Update engineering report.
- * Produce a general layout plan and a summary of quantities sheet.
- * Produce existing conditions and demolition plans and a construction sequence plan.
- * Produce typical, details, and pavement marking sheets.
- * Provide cross sections.
- * Provide estimates for probable costs, special specifications, and a quality control plan as required by the Owner.
- * Attend Plan-in-hand meetings and reviews.

Part 3 - Final Plans

- * After reviews , incorporate required changes into the plans and specifications. Provide electrical modification details and lighting details. Incorporate additive alternate options to work within the grant budget.
- * Revise estimates of probable cost.

Supplemental Agreement No. 13
Engineering Services

Associated with
Runway 13-31 Safety and Drainage Improvements-
Partial Parallel Taxiway Improvement
Hattiesburg-Bobby L. Chain Municipal Airport

Back-up Calculations

for

Fee Computations

March , 2017

ENGINEERING SERVICES

FINAL DESIGN ALTERNATES PHASE

Engineering Manhour Estimate

		Sheets	Clerical	Tech. / CADD	Pre- Professional	Engineer	Senior Engineer	Project Manager	Principal
TITLE SHEET AND INDEX OF DRAWINGS		1		1	1	1		1	
SUMMARY OF QUANTITIES		1		3	4	2	1	3	2
GENERAL NOTES		1		2	4	1	1		
SITE PLAN (SURVEY CONTROL)		1		3	4	1			
PHASING PLAN		1		4	3	2	3	2	
SAFETY PLAN		1		3	3	3	2		
EROSION CONTROL DETAILS		1		2	3	1			
DEMOLITION PLAN		1		4	2	1			
GEOMETRIC PLAN		1		2	3	1	1		1
PLAN AND PROFILE, MULTIPLE SHEETS		3		4	4	2			
INTERSECTION GRADING PLAN		1		2	2	2			1
DRAINAGE PLAN		1		3	4	1			
DRAINAGE DETAILS		1		2	2	2			
PAVEMENT MARKING PLAN		1		2	2	2			
TYPICAL SECTIONS		1		3	4	2	2	1	
PAVEMENT DETAILS		1		3	4	1	2		
CROSS SECTIONS, MULTIPLE SHEETS		5		6	3	4	1		
Miscellaneous Including Electrical Modifications		1		20	10	28	2	3	5
COST ESTIMATES			15	1	4	2	4	5	
SPECIAL SPECIFICATIONS			12		2	2	2	4	2
PLAN-IN-HAND			3		4	4		1	1
Total Hours - Final Design Alternates		24	30	70	72	65	21	20	12

Design/Implementation Phase II

Hourly Wages

Principal	12	X	\$ 70.00	\$	840.00
Senior Engineer	21	X	\$ 55.00	\$	1,155.00
Project Manager	20	X	\$ 52.00	\$	1,040.00
Engineer	45	X	\$ 52.00	\$	2,340.00
Electrical Engineer	20	X	\$ 49.00	\$	980.00
Pre - Professional	72	X	\$ 42.00	\$	3,024.00
Technician	70	X	\$ 34.00	\$	2,380.00
Administrative	30	X	\$ 17.00	\$	510.00

Phase II

Profit Percentage Computation

A.	Supervisory	32	/	290	X	17%	1.88%
B.	Engineer	86	/	290	X	14%	4.15%
C.	Other Hours	172	/	290	X	12%	7.12%
E.	Complexity f						1.02
F.	Overhead						1.02
G.	Fee Size						1.00

Phase II

Direct Expenses

Travel and Mileage	\$	900.00
Reproduction	\$	1,300.00
Subs/survey	\$	-
	\$	-
Total		\$2,200.00

Phase II

Direct Costs

Payroll		\$	12,269.00
Overhead (Includes Payroll Additives)	138%	\$	16,931.22
Expenses			\$2,200.00
Profit	13.67%	\$	4,292.41
Total Lump Sum Consultant Fee		\$	35,692.63



City of Hattiesburg, MS

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

FILE NUMBER: 2017-267

MEETING DATE: 03/07/2017

MINUTE BOOK NUMBER:

Brief Title: Airport Taxiway Extension Pre-Application-FAA

Title: Approve and authorize Mayor to execute, in triplicate, a pre-application to the U.S. Department of Transportation-Federal Aviation Administration for a grant for construction of a taxiway extension for the Bobby L. Chain Municipal Airport.

Type: Action Item

Drafter: Marie Harris

In Control: City Council

Reference: Lamar Rutland

Attachments: Pre-Application

File Created: 02/24/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

Application for Federal Assistance SF-424*** 1. Type of Submission:**

- ☒ Preapplication
☐ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):***** Other (Specify):***** 3. Date Received:****4. Applicant Identifier:****5a. Federal Entity Identifier:****5b. Federal Award Identifier:****State Use Only:****6. Date Received by State:****7. State Application Identifier:****B. APPLICANT INFORMATION:***** a. Legal Name:**

City of Hattiesburg, MS

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

72-1389168

*** c. Organizational DUNS:**

0794481300000

d. Address:*** Street1:**

212 West Front St.

Street2:*** City:**

Hattiesburg

County/Parish:

Forest

*** State:**

MS: Mississippi

Province:*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

39401

e. Organizational Unit:**Department Name:**

Engineering

Division Name:**f. Name and contact information of person to be contacted on matters involving this application:****Prefix:**

Mr.

*** First Name:**

Lamar

Middle Name:*** Last Name:**

Rutland

Suffix:**Title:**

Airport Director/City Engineer

Organizational Affiliation:

Hattiesburg - Bobby L. Chain Municipal Airport

*** Telephone Number:**

601-545-4540

Fax Number:

601-545-4642

*** Email:**

lrutland@hattiesburgms.com

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Aviation Administration (FAA)

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Construct Taxiway Extension

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	1,209,406.00
* b. Applicant	
* c. State	67,189.00
* d. Local	152,189.00
* e. Other	
* f. Program Income	
* g. TOTAL	1,428,784.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:Prefix: * First Name: Middle Name: * Last Name: Suffix: * Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	☒ Yes ☐ No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	☒ Yes ☐ No ☐ N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	☐ Yes ☒ No ☐ N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	☐ Yes ☒ No ☐ N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. ☐ The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? ☐ Yes ☐ No ☐ The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? ☐ Yes ☒ No ☐ N/A If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply: ☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414. ☐ Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII). <i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative 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 Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of 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 Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

N/A

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

N/A

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

N/A

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

All projects are clearly depicted on the current Airport Layout Plan.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Hattiesburg - Bobby L. Chain Municipal Airport owns the land on which the completed parallel taxiway will be constructed.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Yes

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Yes

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL

1. Federal Domestic Assistance Catalog Number:
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT

Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 5,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			36,000
5. Other Architectural engineering fees			148,000
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			1,222,784
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 1,428,784
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			1,428,784
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 1,428,784
19. Federal Share requested of Line 18			1,209,406
20. Grantee share			152,189
21. Other shares			67,189
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 1,428,784

SECTION C – EXCLUSIONS

23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

24. Grantee Share – Fund Categories	Amount
a. Securities	\$ 152,189
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 152,189
25. Other Shares	Amount
a. State	67,189
b. Other	
c. TOTAL - Other Shares	\$ 67,189
26. TOTAL NON-FEDERAL FINANCING	\$ 219,378

SECTION E – REMARKS

(Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Taxiway A Extension

AIRPORT: Hattiesburg - Bobby L. Chain Municipal Airport

1. Objective:

The primary objective at HBG is to provide a "safe and efficient use of the navigable airspace" in accordance with FAA standards. According to FAA Advisory Circular 150/5300-13, a parallel taxiway is key in "reducing runway incursions with the corollary benefit of mitigating the potential for aircraft accident". This pre-application includes final engineering bid documents and includes construction of the parallel taxiway extension design for the parallel taxiway.

2. Benefits Anticipated:

The completed taxiway will increase airport safety and provide acceptable line-of-sight requirements for aircraft movement. In accordance with FAA Order 5100-38C Airport Improvement Handbook, paragraph 525, a taxiway is used to expedite the flow of traffic between runways and aircraft parking areas available for public use. The benefit of this project is to bring the airport into compliance with FAA standards.

3. Approach: (See approved Scope of Work in Final Application)

This project constructs approximately 1700 L.F. of taxiway extension.

4. Geographic Location:

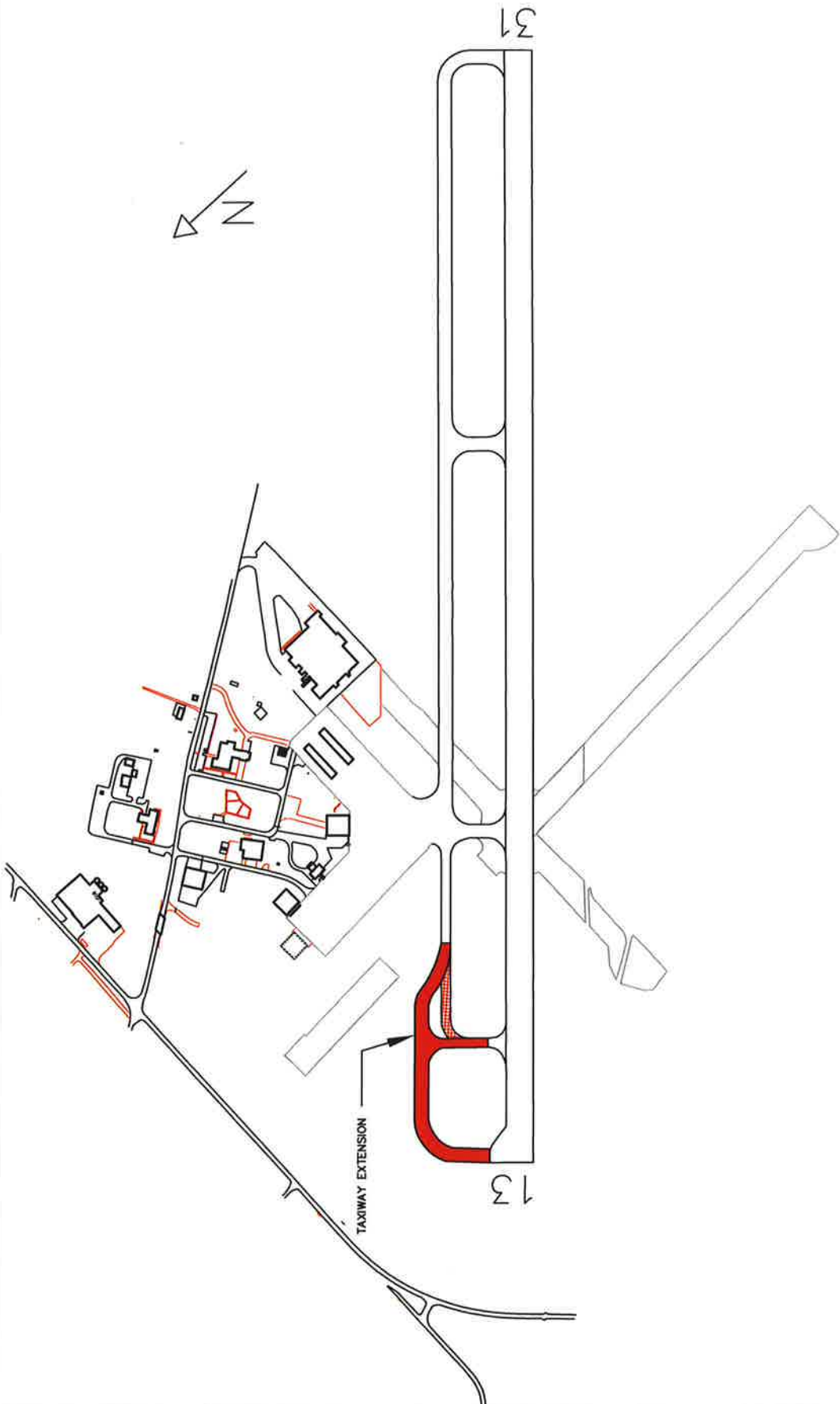
Hattiesburg, MS Forrest County
31 deg 15' 53.8"N/ 89deg 15' 10.40" W

5. If Applicable, Provide Additional Information:

N/A

6. Sponsor's Representative: (include address & telephone number)

Lamar Rutland, PE Airport Director/City Engineer
212 West Front Street Hattiesburg, MS 39401
601-545-4540





ARE

AIR REUNION

CONSULTANTS

Design & Management Professionals

Aviation - Civil Engineering
Education & Development

Shreveport, Louisiana

800 Spring Street, Suite 214 Shreveport, LA 71101 • Telephone: (318) 222-8252 • Facsimile: 222-8251

TAXIWAY EXTENSION EXHIBIT

HATTIESBURG BOBBY L. CHAIN MUNICIPAL AIRPORT
HATTIESBURG, MISSISSIPPI

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Hattiesburg, MS

Airport: Hattiesburg- Bobby L. Chain Municipal Airport

Project Number: 3-28-0031-0024-2017

Description of Work: Taxiway Extension

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. Selecting "no" represents sponsor acknowledgement they are unable to comply with the certification statement. The term "will" means Sponsor action taken at an appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
 - b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
- ☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
 - b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
- ☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☒ Yes ☐ No ☐ N/A
13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
- a. Justification that there is no other suitable contract method for the services (2 CFR § 200.318(j));
 - b. A ceiling price that the consultant exceeds at their risk (2 CFR § 200.318(j)); and
 - c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR § 200.318(j)).
- ☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 20th day of February, 2017.

Name of Sponsor: City of Hattiesburg, MS

Name of Sponsor's Authorized Official: Johnny DuPree

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Hattiesburg, MS

Airport: Hattiesburg - Bobby L. Chain Municipal Airport

Project Number: 3-28-0031-0024-2017

Description of Work: Taxiway Extension

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Hattiesburg - Bobby L. Chain Municipal Airport

Address: 29 Academy Dr. Hattiesburg, MS 39401

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 20th day of February, 2017.

Name of Sponsor: City of Hattiesburg, MS

Name of Sponsor's Authorized Official: Johnny DuPree

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor: City of Hattiesburg, MS

Airport: Hattiesburg - Bobby L. Chain Municipal Airport

Project Number: 3-28-0031-0024-2017

Description of Work: Taxiway Extension

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)).

The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 20th day of February, 2017.

Name of Sponsor: City of Hattiesburg, MS

Name of Sponsor's Authorized Official: Johnny L. Dupree

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Hattiesburg, MS

Airport: Hattiesburg - Bobby L. Chain Municipal Airport

Project Number: 3-28-0031-0024-2017

Description of Work: Taxiway Extension

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
☒ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
☒ Yes ☐ No ☐ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 20th day of February, 2017.

Name of Sponsor: City of Hattiesburg, MS

Name of Sponsor's Authorized Official: Johnny DuPree

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



City of Hattiesburg, MS

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

FILE NUMBER: 2017-282

MEETING DATE: 03/07/2017

MINUTE BOOK NUMBER:

Brief Title: Eaton School Historic Building Project - Change Order No. 3

Title: Take from the Table and Approve Change Order No. 3 from for the Eaton School Stabilization Phase decreasing the contract amount by \$3,852.37, resulting in a contract amount of \$66,119.63; Authorize Mayor to execute same in duplicate.

Type: Action Item

Drafter: Marie Harris

In Control: City Council

Reference: Lamar Rutland

Attachments: Change Order No. 3, 11-17-15 Minute Order

File Created: 03/02/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

CHANGE ORDER

AIA DOCUMENT G701

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

☐
☒
☐
☐
☐

PROJECT: Eaton School Historic Building
(name, address) Phase 1 - Temporary Building
Stabilization

CHANGE ORDER NUMBER: 3

DATE: 11.6.2015

TO CONTRACTOR:
(name, address)

ARCHITECT'S PROJECT NO:

CONTRACT DATE: 6.22.2015

Finlo Construction Co.
P. O. Box 86
Hattiesburg, Ms. 39403

CONTRACT FOR: All Construction Work
for Temporary Stabilization

The Contract is changed as follows:

Decrease by \$ 3,852.37 resulting from cost savings during construction.

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was\$ 40,978.00

Net change by previously authorized Change Orders\$ 28,994.00

The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was\$ 69,972.00

The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (~~increased~~) (decreased)

(~~unchanged~~) by this Change Order in the amount of\$ (-) 3,852.37

The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be\$ 66,119.63

The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by

() days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

McCleskey Associates, Archt. Finlo Construction Co., City of Hattiesburg

ARCHITECT

CONTRACTOR

Inc. OWNER

P. O. Box 449

P. O. Box 86

P. O. 1898

Address

Address

Address

Hattiesburg, Ms 39403

Hattiesburg, Ms 39403

Hattiesburg, Ms 39403

BY: Donald McCleskey

BY: Finlo Smith

BY: _____

DATE 11.6.2015

DATE 11-9-15

DATE _____



City of Hattiesburg, MS

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

Master

File Number: 2015-2273

File ID: 2015-2273

Type: Regular Agenda Item

Status: Tabled

Version: 1

Reference:

In Control: City Council

File Created: 11/10/2015

Brief Title: Approve Change Order No. 3 for the Eaton School Stabilization Phase and authorize Mayor to execute.

Final Action: 11/17/2015

Minute Book Number: MB2015-338

Title:

Approve Change Order No. 3 for the Eaton School Stabilization Phase decreasing the contract amount by \$3,852.37, resulting in contract amount of \$66,119.63; Authorize Mayor to execute same in duplicate.

Notes:

Sponsors:

Enactment Date:

Attachments: Change Order 3

Enactment Number:

Contact:

Meeting Date: 11/17/2015

Drafter: Janet Beech

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/17/2015	Table				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to TABLE to Approve Change Order No. 3 for the Eaton School Stabilization Phase decreasing the contract amount by \$3,852.37, resulting in contract amount of \$66,119.63; Authorize Mayor to execute same in duplicate.							
Council Carroll stated that [the Council] is in contact with the State Auditor for guidance, and the State Auditor had advised that the Council table this item until it obtains additional information. Subsequent discussion related to why there was a change order to a change order; Mr. Rutland explained that the contractor offered to reduce the amount without a reason and the City did not want to object.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Dryden and Naylor							
Nays: 0							
TEL - No Vote: 1 - Delgado							
Yea: 4 Council Member Bradley Council Member Carroll Council Member Dryden Council Member Naylor							

Text of Legislative File 2015-2273

Title

Approve Change Order No. 3 for the Eaton School Stabilization Phase decreasing the contract amount by \$3,852.37, resulting in contract amount of \$66,119.63; Authorize Mayor to execute same in duplicate.

Summary

Approve Change Order No. 3 for the Eaton School Stabilization Phase decreasing the contract amount by \$3,852.37, resulting in contract amount of \$66,119.63; Authorize Mayor to execute same in duplicate.

Budget Information

1207.7150.38

Expenditure Type

Purchasing Item

Publication Information

CHANGE
ORDER

AIA DOCUMENT G701

OWNER ☐
ARCHITECT ☒
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: Eaton School Historic Building
(name, address) Phase 1 - Temporary Building
Stabilization

CHANGE ORDER NUMBER: 3

DATE: 11.6.2015

TO CONTRACTOR:
(name, address)

ARCHITECT'S PROJECT NO:

CONTRACT DATE: 6.22.2015

Finlo Construction Co.
P. O. Box 86
Hattiesburg, Ms. 39403

CONTRACT FOR: All Construction Work
for Temporary Stabilization

The Contract is changed as follows:

Decrease by \$ 3,852.37 resulting from cost savings during construction.

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was\$ 40,978.00
Net change by previously authorized Change Orders\$ 28,994.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was\$ 69,972.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (~~increased~~) (decreased)
(unchanged) by this Change Order in the amount of\$ (-) 3,852.37
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be\$ 66,119.63

The Contract Time will be (increased) (decreased) (unchanged) by () days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

McCleskey Associates, Archt.	Finlo Construction Co.,	City of Hattiesburg
ARCHITECT	CONTRACTOR	Inc. OWNER
P. O. Box 449	P. O. Box 86	P. O. 1898
Address	Address	Address
Hattiesburg, Ms 39403	Hattiesburg, Ms 39403	Hattiesburg, Ms 39403
BY: <u>Donald McCleskey</u>	BY: <u>Steve Smith</u>	BY: _____
DATE: 11.6.2015	DATE: 11-9-15	DATE: _____

BE IT REMEMBERED that the regular meeting of the Hattiesburg City Council was held at 5:00 p.m. Tuesday, November 17, 2015, in Council Chambers at City Hall.

Those present included members of the City Council Kim Bradley, Ward 1; Deborah Delgado, Ward 2 (Teleconference); Carter Carroll, Ward 3; Mary Dryden, Ward 4; and Henry Naylor, Ward 5. Others in attendance included Administration/City Clerk, Kermas Eaton; City Engineer, Lamar Rutland; Fire Chief, Paul Presley; Police Chief, Anthony Parker; Assistant Police Chief, Frank Misenhelter; Director of Federal and State Programs, La'Keylah White; Director of the Water Department, Chadwick Frierson; Code Enforcement Manager, Mark Jordan; City Attorney, Annie Amos; Assistant to the Mayor, Valerie Arnold; Clerk of Council, Debbie Bernardo; Deputy Clerk of Council, Lisa Luu; media; and the public.

THE MEETING was called to order by Council President Bradley.

The prayer was given by Pastor Sean Lucas of First Presbyterian Church.

The Pledge of Allegiance was led by Fire Chief Paul Presley.

THE MATTER OF THE AGENDA ORDER came before the Council.

A MOTION was made by Council member Carroll and seconded by Council member Naylor to add Policy Agenda Items V.-14 and V.-15 at the request of the Administration as follows:

- V.-14 2015-2285** Authorize Mayor to execute duplicate lease agreements between the City of Hattiesburg and Forrest County for the use of the Old Federal Building and associated improvements for use by lessee as parking, office, storage, and courtroom space for the Hattiesburg Municipal Court.

Attachments: Lease Agreement

- V.-15 2015-2286** Authorize the Mayor to execute rental agreement between the City of Hattiesburg and Covington Sales & Service, Inc for one(1) Pipehunter Model 7834TM truck mounted sewer cleaner for a period not to exceed (1) one month, at a cost of \$ 4,500.00.

Attachments: Rental Agreement- Covington

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

TEL – No Vote: 1 – Delgado

There were no presentations at this time.

THE POLICY AGENDA came before the Council.

V.-1 2015-2281 Adopt an Ordinance amending Section 1 of Ordinance Number 2927, regulating the hours for the opening and closing of public and private commercial establishments that allow consumption of alcoholic beverages, wine and beer in the City of Hattiesburg.

Attachments: ORD-Amending hours for Sunday Alcohol, 2015

A MOTION was made by Council Member Carroll and seconded by Council Member Bradley to Adopt an Ordinance (#3173) amending Section 1 of Ordinance Number 2927, regulating the hours for the opening and closing of public and private commercial establishments that allow consumption of alcoholic beverages, wine and beer in the City of Hattiesburg.

Council President Bradley stated that 10 a.m. may be too early and asked that the time be changed to 11 a.m.

Council member Dryden stated that she definitely cannot support the 10 a.m. starting time.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

TEL - No Vote: 1 - Delgado

V.-2 2015-362 Adopt Resolution Setting Public Hearing at 4 p.m. December 7, 2015 to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

Attachments: 1. Setting MEMO
2. 700 & 702 Walnut

A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt Resolution Setting Public Hearing at 4 p.m. December 7, 2015 to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

TEL - No Vote: 1 - Delgado

V.-3 2015-361 Adopt a Resolution authorizing Requisition No. 39 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: 2013 Bond Resolution No. 39

A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt a Resolution authorizing Requisition No. 39 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

No vote, teleconference: 1 – Delgado

- V.-4 2015-2278** Authorize Mayor to execute Amendment to the Stion Memorandum of Understanding by and between Stion and the City of Hattiesburg; originally approved March 17, 2011.

Attachments: Memorandum of Understanding-Stion
Executive Summary- Stion MOU Amendment

A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Authorize Mayor to execute Amendment to the Stion Memorandum of Understanding by and between Stion and the City of Hattiesburg; originally approved March 17, 2011.

Chad Newell of the Area Development Partnership appeared before the Council to provide an overview on Stion's capital investments and thresholds.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

TEL - No Vote: 1 - Delgado

- V.-5 2015-2274** Authorize the Mayor to execute in duplicate a Memorandum of Understanding (MOU) between The City of Hattiesburg, Southern Mississippi Planning and Development District (SMPDD) and Grove Transit for transportation support through the Job Access Reverse Commute (JARC) grant to the SMPDD AmeriCorps Building Futures Program through August 31, 2016, or until the MOU is redefined or the project funding is terminated.

Attachments: SMPDD-Hattiesburg-Grove MOU 11-17-2015

A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Authorize the Mayor to execute in duplicate a Memorandum of Understanding (MOU) between The City of Hattiesburg, Southern Mississippi Planning and Development District (SMPDD) and Grove Transit for transportation support through the Job Access Reverse Commute (JARC) grant to the SMPDD AmeriCorps Building Futures Program through August 31, 2016, or until the MOU is redefined or the project funding is terminated.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

TEL - No Vote: 1 – Delgado

- V.-6 2015-2272** Authorize Mayor to execute agreement with Neel-Schaffer, Inc. to provide services under the Comprehensive Sewer and Water Investment Project (COMSWIP) for South Lagoon Wastewater Treatment Plant Sampling and Testing Services Task Order #10.

Attachments: Lagoon Sludge Testing Contract Task 10

A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Authorize Mayor to execute agreement with Neel-Schaffer, Inc. to provide services under the Comprehensive Sewer and Water Investment Project (COMSWIP) for South Lagoon Wastewater Treatment Plant Sampling and Testing Services Task Order #10.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

TEL - No Vote: 1 - Delgado

V.-7 2015-2266 Authorize Mayor to execute Section 3 Corrective Action Plan KCDBG-DRD Program for R-103-205-03-KED (USA Yeast) and R-110-205-02-GZ (James St. Water Well).

Attachments: Section 3 Corrective Action Plan

A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Authorize Mayor to execute Section 3 Corrective Action Plan KCDBG-DRD Program for R-103-205-03-KED (USA Yeast) and R-110-205-02-GZ (James St. Water Well).

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

TEL - No Vote: 1 - Delgado

V.-8 2015-2273 Approve Change Order No. 3 for the Eaton School Stabilization Phase decreasing the contract amount by \$3,852.37, resulting in contract amount of \$66,119.63; Authorize Mayor to execute same in duplicate.

Attachments: Change Order 3

A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to TABLE to Approve Change Order No. 3 for the Eaton School Stabilization Phase decreasing the contract amount by \$3,852.37, resulting in contract amount of \$66,119.63; Authorize Mayor to execute same in duplicate. Council Carroll stated that [the Council] is in contact with the State Auditor for guidance, and the State Auditor had advised that the Council table this item until it obtains additional information. Subsequent discussion related to why there was a change order; Mr. Rutland explained that the contractor offered to reduce the amount without a reason and the City did not want to object.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

TEL - No Vote: 1 - Delgado

V.-9 2015-2250 Approve and declare the purchase of Six (6) iG Workforce Mobile user licenses for Energov Software for the Hattiesburg Code Enforcement Department from Tyler Technologies as a sole source purchase as provided for in Section 31-7-13 (viii) of the Mississippi Code of 1972, based on information in the attached letter; Authorize Mayor to enter into a software maintenance agreement with Tyler Technologies for the above referenced licenses.

Attachments: 11-17-Energov Sole Source

A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Approve and declare the purchase of Six (6) iG Workforce Mobile user licenses for Energov Software for the Hattiesburg Code Enforcement Department from Tyler Technologies as a sole source purchase as provided for in Section 31-7-13 (viii) of the Mississippi Code of 1972, based on information in the attached letter; Authorize Mayor to enter into a software maintenance agreement with Tyler Technologies for the above referenced licenses.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

TEL - No Vote: 1 - Delgado

V.-10 2015-2280 Approve and authorize execution of professional services agreement between the City of Hattiesburg and Chain Electric Company for maintenance on generators at City owned facilities, per terms outlined in the agreement.

Attachments: Generator Agreement
 Generator Agreement - Revised

A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Approve and authorize execution of professional services agreement between the City of Hattiesburg and Chain Electric Company for maintenance on generators at City owned facilities, per terms outlined in the agreement.

Council President Bradley had a question, and his question was if this item was bid? The answer was no. Since there are four parts to this agreement, Council President Bradley wanted to know if the Council can just approve the first part of the agreement for the December inspection.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

TEL - No Vote: 1 – Delgado

V.-11 2015-2269 Approve and authorize Mayor to execute the Cancellation of Deed of Trust on 315 Vernon Dahmer Drive - Brittany Hinton. {Entitlement}

Attachments: Cancellation of Deed of Trust Brittany Hinton 11.09.15

A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Approve and authorize Mayor to execute the Cancellation of Deed of Trust on 315 Vernon Dahmer Drive - Brittany Hinton. {Entitlement}

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

TEL - No Vote: 1 - Delgado

V.-12 2015-2275 Approve or Deny changes to wages and salaries proposed in accordance with ordinance 3154 Section III-H, in the attached documents.

Attachments: Council Wage Requests 111715
 Somner Document

A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Approve changes to wages and salaries proposed in accordance with ordinance 3154 Section III-H, in the attached documents.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

TEL - No Vote: 1 – Delgado

V.-13 2015-2283 Designate Sacred Heart School's Neon Knights 5K Run to Remember, to be held Saturday, December 5, 2015, at Town Square Park, as a city-approved event for the purposes described in Ordinance Number 3148.

Attachments: SHS Letter, Neon Knights 5K

A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to

Designate Sacred Heart School's Neon Knights 5K Run to Remember, to be held Saturday, December 5, 2015, at Town Square Park, as a city-approved event for the purposes described in Ordinance Number 3148.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

TEL - No Vote: 1 – Delgado

V.-14 2015-2285 Authorize Mayor to execute duplicate lease agreements between the City of Hattiesburg and Forrest County for the use of the Old Federal Building and associated improvements for use by lessee as parking, office, storage, and courtroom space for the Hattiesburg Municipal Court.

Attachments: Lease Agreement

A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to

Authorize Mayor to execute duplicate lease agreements between the City of Hattiesburg and Forrest County for the use of the Old Federal Building and associated improvements for use by lessee as parking, office, storage, and courtroom space for the Hattiesburg Municipal Court.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

TEL - No Vote: 1 – Delgado

V.-15 2015-2286 Authorize the Mayor to execute rental agreement between the City of Hattiesburg and Covington Sales & Service, Inc for one(1) Pipehunter Model 7834TM truck mounted sewer cleaner for a period not to exceed (1) one month, at a cost of \$ 4,500.00.

Attachments: Rental Agreement-Covington

A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Authorize the Mayor to execute rental agreement between the City of Hattiesburg and Covington Sales & Service, Inc for one(1) Pipehunter Model 7834TM truck mounted sewer cleaner for a period not to exceed (1) one month, at a cost of \$ 4,500.00.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

TEL - No Vote: 1 – Delgado

THE ROUTINE AGENDA came before the Council.

A MOTION was made by Council member Carroll and seconded by Council member Naylor to approve the Routine Agenda.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

TEL – No Vote: 1 – Delgado

- | | | |
|--------------|------------------|--|
| VI.-1 | 2015-2246 | Acknowledge receipt of engagement letter form Wise Carter Child & Caraway,P.A. to provide legal services as required by the City of Hattiesburg, for the purpose of reviewing the contract with vidmic and offering analysis specifically as to the viability of pursuing claims against Vidmic, Inc. or its apparent successor, Safety Innovations. |
| | | <u>Attachments:</u> <u>Engagement Letter-Wise Carter</u> |
| VI.-2 | 2015-2241 | Authorize Mayor to execute Maintenance Contract between The City of Hattiesburg and GovConnection, Inc for Unitrends Annual Support. |
| | | <u>Attachments:</u> <u>11-03-Unitrends Support</u> |
| VI.-3 | 2015-2238 | Authorize Mayor to execute a contract with RJ Young for a copier/printer located in the Detective Division and the Crime Scene Unit in the amount of \$492.00 per month; for a period beginning October 2015 and ending October 2018. |
| | | <u>Attachments:</u> <u>RJ YOUNG</u> |
| VI.-4 | 2015-2276 | Approve the City's purchase of two(2) grave spaces located in the Southeast Quarter (SE1/4) Lot 9 Section 26, of Highland Cemetery, in the amount of \$350.00 to Jennifer J. Willoughby; authorize manual check for the same. |
| | | <u>Attachments:</u> <u>Willoughby-Supporting Documents</u> |
| VI.-5 | 2015-2277 | Approve the sale of grave spaces; per attached memo. |
| | | <u>Attachments:</u> <u>Cemetery Receipts-11-17-2015</u>
<u>Cemetery Deeds-11-17-2015</u> |
| VI.-6 | 2015-2263 | Approve and authorize issuance of manual check for CDBG Program Claims per attached memorandum. {Entitlement CDBG} |
| | | <u>Attachments:</u> <u>Manual Check for CDBG</u> |

VI-7	2015-2268	Approve and authorize issuance of manual checks for HOME Program Claims per attached memorandum. {Entitlement HOME}
Attachments: Manual Check for HOME Program		
VI-8	2015-2279	Acknowledge receipt of privilege license report for the month of October 2015.
Attachments: Renewals-11-17-2015 New License-11-17-2015 Memo		
VI-9	2015-2260	Approve claims docket for the period ending November 13, 2015.
Attachments: 11-17-15 CLAIMS DOCKET ADDENDUM TO THE 11-17-15 CLAIMS DOCKET ADDENDUM PART 2 TO THE 11-17-15 CLAIMS DOCKET		

Councilman Carroll asked Mr. Eaton for an amended budget showing the new Employee Raises ending cash budget line item for the next Council meeting.

A MOTION was made by Council member Carroll and seconded by Council member Dryden to consider the need to go into Executive Session to discuss legal matters, in accordance with Mississippi Code Section 25-41-7 (b).

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

TEL - No Vote: 1 - Delgado

A MOTION was made by Council member Carroll and seconded by Council member Dryden to go into Executive Session to discuss legal matters, in accordance with Mississippi Code Section 25-41-7 (b).

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

TEL - No Vote: 1 - Delgado

Those present for the Executive Session were Council members Bradley, Delgado (teleconference), Carroll, Dryden and Naylor, Mr. Eaton, Attorney Amos, Attorney Keith Turner of Watkins & Eager law firm, Mike Essary of Neel-Schaffer, Mr. Rutland, Mr. Frierson, and Ms. Bernardo.

No action was taken during Executive Session.

A MOTION was made by Council member Carroll and seconded by Council member Naylor to come out of Executive Session and re-open the meeting to the public at 5:47 p.m.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

TEL - No Vote: 1 - Delgado

By unanimous consent, Council President Bradley declared the meeting adjourned at 5:47 p.m., this the 17th day of November, A.D. 2015.



City of Hattiesburg, MS

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

FILE NUMBER: 2017-239

MEETING DATE: 03/07/2017

MINUTE BOOK NUMBER:

Brief Title: Project Activation Letter-Country Club Road Reconstruction

<u>Title:</u> Authorize Mayor to execute letter to Mississippi Department of Transportation requesting activation of the Country Club Road Reconstruction Project.
--

Type: Action Item

Drafter: Marie Harris

In Control: City Council

Reference: Lamar Rutland

Attachments: Project Activation Letter

File Created: 02/13/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Mary Dryden

Council - Ward 5
Henry Naylor

March 7, 2017

David H. Seyfarth, P.E.
District 6, LPA Coordinator
Mississippi Department of Transportation
16499 Highway 49-North Trailer
Saucier, MS 39574-9740

Re: COUNTRY CLUB ROAD RECONSTRUCTION PROJECT ACTIVATION REQUEST

Dear Mr. Seyfarth:

The City of Hattiesburg respectfully request that the Mississippi Department of Transportation initiate the above referenced project. This project will include sidewalk and landscaping along Country Club Road.

Enclosed please find a copy of the minutes approved by City Council on March 7, 2017, which authorizes the Mayor to request that the project be initiated by MDOT and a letter from the Hattiesburg Petal Forrest Lamar MPO acknowledging this request.

The point of contact for the City regarding this project will be Lamar Rutland, P.E., Director of Engineering and Ann Jones, General Manager of Grounds and Maintenance, both with the City of Hattiesburg. Mr. Rutland may be reached at (601) 545-4540. Ms. Jones may be reached at (601) 545-4667. Thank you for your attention in this matter.

Sincerely,

Johnny L. Dupree, Ph.D.
Mayor, City of Hattiesburg

Enclosures

**GSA-Federal Supply Schedule Purchase Order**

Date:	February 16, 2017
Vendor:	Verizon Wireless
Address:	7600 Montpelier Road Laurel, MD 20723
Email:	VZWFederal.Implementations@VerizonWireless.com
Phone:	1.800.561.6227
FAX:	713-219-8947
Authorized By:	Signature of Authorized Official: _____ Printed or typed name: Johnny DuPree _____ Printed or typed title: Mayor _____
Contact Information:	Email address: jdupree@hattiesburgms.com Phone number: 601-545-4670 FAX number: 6015457505
Billing Information:	City of Hattiesburg / Mass Transit C/O Vincent Nelms 1001 S Tipton Street Hattiesburg, MS 39401 _____
Payment Terms:	Net 30
Description of Goods/Services; Pricing:	Cellular service on the accounts listed below (or attached) totaling 5 units in accordance with the rate plans and terms and conditions now or in the future applicable to each of such lines pursuant to GSA Federal Supply Schedule Number GS-35F-0119P, Rate Plan(s): Unlimited Domestic Mobile Broadband @ 39.99/month Equipment: Samsung Galaxy Tab E 8.0 4G LTE @ 149.99 each (per quote dated 1/31/17)
Term:	February 16, 2017 for 12 months through 2018 (month) (day) (#) (year)
Funds Authorized:	Monthly Access Fees for service on 5 Lines (Estimated) \$199.95 Equipment charge(s) on 5 Lines (Estimates) \$749.95 Total Access and Equipment Fees on 5 lines (Estimate) \$3,149.35 (annual cost) Plus applicable fees, taxes and charges
Contract #:	GSA Federal Supply Schedule Contract Number GS-35F-0119P
Equipment (Open Market):	None of the equipment listed are products listed on GSA Federal Supply Schedule Contract No. GS-35F-0119P. All devices and or accessories are "Open Market" items.
Miscellaneous:	Specify Phones, Delivery, Etc.: Samsung Galaxy Tabs x 5 (POCs to remain the same on existing profile 2778583)
Customer Acceptance:	Signature: _____ Date: _____



City of Hattiesburg, MS

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

FILE NUMBER: 2017-270

MEETING DATE: 03/07/2017

MINUTE BOOK NUMBER:

Brief Title: Acknowledge receipt of the Consolidated Annual Per

Title: Acknowledge receipt of the Consolidated Annual Performance & Evaluation Report and approve submission to the U.S. Department of Housing and Urban Development by March 31, 2017. {Entitlement}

Type: Action Item

Drafter: Clarence Williams

In Control: City Council

Reference: La'Keylah White

Attachments: 2016 CAPER

File Created: 02/24/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

City of Hattiesburg

2016 Consolidated Annual Performance and Evaluation Report (CAPER)

**Program Year
January 1, 2016 – December 31, 2016**

**Presented to the U.S. Department of Housing and Urban Development
March 31, 2017**

**City of Hattiesburg
Department of Federal & State Programs
Community Development Division (CDD)
200 Forrest Street
Hattiesburg, MS 39401**

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The 2016 CAPER describes the results of activities undertaken and completed by and through the City of Hattiesburg's Community Development Division to produce the outcomes identified in the 2016 Annual Action Plan for the period of January 1, 2016 through December 31, 2016. This is the 3rd CAPER for the 2013-2017 Consolidated Plan. In an effort to streamline and to make its Housing Programs more efficient and effective, the Community Development Division revised and amended its Housing Programs Rehabilitation Manual, including its Standards and specifications. In order leverage and maximize limited resources, the City of Hattiesburg approved a Memorandum of Understanding with PRVO to provide weatherization to those homes that under went substantial rehabilitation through the City's Residential Rehabilitation Program.

Accomplishments for the 2016 Program Year:

- Interim Assistance through Breakthrough Community Services – 77 households received utility assistance
- Down Payment Assistance – 1 household
- Substantial Rehabilitation – 9 homes
- Emergency Repair/Basic Rehabilitation – 3 homes
- Tenant Based Rental Assistance – 6 households
- Established MOU with PRVO for weatherization of houses rehabbed by the City
- Disability Advocate: Prepared an ADA Guidelines Packet# Distributed 20 Weather Radios# Organized the first ever Disability Awareness Day for the City of Hattiesburg Conducted over 140 counseling sessions, referrals, and/or home visits and referrals for persons with disabilities.

CAPER

1

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Commercial Rehabilitation	Non-Housing Community Development	CDBG: \$	Facade treatment/business building rehabilitation	Business	5	0	0.00%	3	2	66%
Demolition	Demolition	CDBG: \$	Buildings Demolished	Buildings	50	0	0.00%	0	0	
Down Payment Assistance	Affordable Housing	HOME: \$	Direct Financial Assistance to Homebuyers	Households Assisted	10	3	30.00%	3	1	33%
Economic Development	Non-Housing Community Development	CDBG: \$	Jobs created/retained	Jobs	10	0	0.00%	2	1	50%
Economic Development	Non-Housing Community Development	CDBG: \$	Businesses assisted	Businesses Assisted	10	1	10.00%	2	1	50%
Homeless and Special Needs Housing Units	Affordable Housing Homeless Non-Homeless Special Needs	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	20	0	0.00%			

Homeless and Special Needs Housing Units	Affordable Housing Homeless Non-Homeless Special Needs	CDBG: \$	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	50	0	0.00%			
Homeless and Special Needs Housing Units	Affordable Housing Homeless Non-Homeless Special Needs	CDBG: \$	Housing for Homeless added	Household Housing Unit	20	0	0.00%			
Homeless and Special Needs Housing Units	Affordable Housing Homeless Non-Homeless Special Needs	CDBG: \$	Housing for People with HIV/AIDS added	Household Housing Unit	20	0	0.00%			
Housing Programs (including Affordable Housing)	Affordable Housing	CDBG: \$ / HOME: \$	Rental units rehabilitated	Household Housing Unit	2	0	0.00%	0	0	0.00%
Housing Programs (including Affordable Housing)	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Added	Household Housing Unit	4	4	100.00%	0	0	

Housing Programs (including Affordable Housing)	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Rehabilitated	Household Housing Unit	30	3	10.00%	9	12	133.33%
Housing Programs (including Affordable Housing)	Affordable Housing	CDBG: \$ / HOME: \$	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	0	6		4	6	150%
Infrastructure	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1000	0	0.00%			
Public Facility Improvement	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	500	275	55.00%			
Public Facility Improvement	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	100	0	0.00%			

CAPER

4

Public Services	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1000	0	0.00%	50	0	0.00%
Public Services	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	100	0	0.00%			
Public Services	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$	Homelessness Prevention	Persons Assisted	100	0	0.00%	20	0	0.00%
Public Services	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$	HIV/AIDS Housing Operations	Household Housing Unit	100	0	0.00%			

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

All CDBG and HOME funds expended were directed toward addressing the priorities and objectives identified in the City's Action Plan and Consolidated Plan. Because the City's grant allocations have constantly decreased over time, the City continues to concentrate on Housing needs as its highest priority. These priority needs areas are: substantial rehabilitation of owner occupied units; basic rehabilitation/emergency repairs; downpayment assistance; limited TBRA; and development of new affordable housing done through one or more of the City's CHDO. As a result, the Community Development Division has endeavored to focus on and give optimal attention and resources to housing and housing related activities. Therefore, the City has continued to de-emphasize other eligible activities in order not dilute its efforts in the provision of decent affordable housing.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME
White	20	0
Black or African American	121	10
Asian	0	0
American Indian or American Native	0	0
Native Hawaiian or Other Pacific Islander	0	0
Total	141	10
Hispanic	0	0
Not Hispanic	141	10

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Narrative

The numbers in the above section accounts only for those activities that are a part of the 2016 Annual Action Plan and that were in a completed status during the period of the 2016 Action Plan. There were a number of activities that were completed in 2016 that were funded in prior years Action Plans. there were also numerous accomplishments that can be attributable to the execution of the 2016 Action Plan that are not counted in the above numbers, because some activities are not complete or all the funding had not been expended. Therefore, these have only partial accomplishments reported.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG		\$888,811.00	\$389,558
HOME		\$294,540	\$205,810

Table 3 - Resources Made Available

Narrative

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description

Table 4 – Identify the geographic distribution and location of investments

Narrative

Narrative

The City of Hattiesburg does not identify or target any specific areas for its CDBG/HOME Programs activities. However, the nature and scope of the activities undertaken are concentrated in areas that contain majority lo-moderate income households. These activities were conducted primarily in the City's three Southeastern Census Tracts - 010500; 000600; and 000500.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Narrative

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Hattiesburg continued to partner with subrecipients and other non-profit organizations in the community in order to better disseminate community development funds more broadly. Sometimes these organizations seek to use our funds to leverage other financial resources. Community Connections has applied for Federal HOME Loan Bank monies to support its housing activities. Whether or not these organizations are able to leverage additional funds, they provide leverage in the form non-financial resources, such as their areas of expertise (housing counseling, legal services, homeless and at-risk of being homeless services, and services for those with AIDS), their facilities and their community reports. In addition to formal arrangements with subrecipients, CHDO's, the Community Development Division continues to engage other organizations and build a profesional network of other service providers that are working to improve the city and its communities.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	0
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	0
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	0

Table 5 – Fiscal Year Summary - HOME Match Report

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	0	0	0			
Number	0	0	0			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

Table 8 – Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		0		0		
Businesses Displaced		0		0		
Nonprofit Organizations Displaced		0		0		
Households Temporarily Relocated, not Displaced		0		0		
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	3	6
Number of Non-Homeless households to be provided affordable housing units	13	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	16	0

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	3	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	9	0
Number of households supported through Acquisition of Existing Units	0	0
Total	12	0

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City believes that the actual accomplishments reported are indications of success in various programs administered with CDBG and HOME funding. Differences between goals and outcomes can be attributed to two primary factors and a combination thereof. The decrease in CDBG and HOME funding is the primary reasons goals and outcomes are not matching. The other is that because our program year starts in January and typically the City does not get its actual funding until later in the program year, many activities are delayed in starting, thereby minimizing and giving the appearance of lack of accomplishment toward meeting goals. Another factor could be that, the City in the past has been

overallly optimistic in its accessment of what can realistically can be accomplished, especially when relying on a sub-recipient, or other partners who may funding shortfall issues of their own.

Discuss how these outcomes will impact future annual action plans.

Discuss how these outcomes will impact future annual action plans.

Future Actions Plans will be less optimistic in its assessment of what can be accomplished, as well seeking to find additional non-profit agencies that can perform activities effectively as sub-recipienrts. Because the City's shrunk so drastically or the last four or five years, it unlikely to have the resources to support more than one or two organizations at minimal funding levels. Future outcomes will also be determined what activities the City will chose to fund in future Action Plan as well as what avialble resources the City may have.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	3	6
Low-income	25	0
Moderate-income	4	1
Total	32	7

Table 13 – Number of Persons Served

Narrative Information

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Pinebelt Coalition on Homelessness, formed in partnership with the City, local providers, and homeless advocates, continues to work to impact homeless individuals through a number of positive ways. One, the network formed has increased knowledge of services available and therefore, allows agencies, the faith community, and advocates to concentrate on how a specific individual can be uplifted. The Coalition acts as the regional committee for the Balance of State Continuum of Care (CoC) and, as such, coordinates the annual Point In Time (PIT) homeless count for the area. In addition to asking questions that are required as a part of this survey, detailed questions are asked about a variety of services that the person or family may have accessed, needed, or been denied. The Pinebelt Coalition leadership uses this important information to feed advocacy and awareness. Each agency providing services in the Hattiesburg area is linked to Mississippi United to End Homelessness (Balance of State) which is working toward a coordinated system of referrals. The members of the Pinebelt Coalition advocate for funding that will help move homeless persons into housing quickly through the CoC rapid rehousing program and through other funding mechanisms.

Members of the PCoC include agencies that represent a broad continuum of services – emergency shelter, day shelter, food kitchens, faith-based, transitional shelter, disabled services, veterans' housing, domestic violence shelter, healthcare, and permanent supportive housing. Each agency, through the Coalition is connected - plugged in, so to speak - to what is available...and what is not available. Annually, events such as the Veterans' Stand Down and the Homeless Memorial, awareness events by the Coalition members provide continuing access to homeless persons and those at high risk of being homeless.

Addressing the emergency shelter and transitional housing needs of homeless persons

See above: "Each agency, through the Coalition is connected - plugged in, so to speak - to what is available...and what is not available. For example, lack of day sheltering had been a significant problem in the area. As a result of participation in the Coalition, advocates – working within the faith-based

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

In 2013, the City entered into an agreement with a subrecipient to develop permanent supportive housing in Hattiesburg, and the City entered various subrecipient agreements with non-profits providing services for the homeless (or those at risk) and other special needs populations, which can serve both an immediate basic need such as food or shelter, as well as supportive services that may help prevent individuals and families from becoming homeless again. That agency to date has had a number of issues and has not as of yet produced any housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Pinebelt Coalition on Homelessness acts as the regional committee for the Balance of State Continuum of Care (CoC), and its respective agencies are well tuned in with the needs of the homeless community and coordinates to the extent feasible given with limited resources to be able to identify and serve individuals that may be discharged from certain publicly funded institutions. Since 2013, there has not been one case of a publicly funded shelter for the chronically homeless.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City of Hattiesburg works collaboratively with the Hattiesburg Housing Authority in the development of the Housing Authority's Annual Plan. The City of Hattiesburg reviews and signs a Certification of Consistency with the Consolidated Plan (HUD 50075). The City of Hattiesburg routinely attends the monthly resident meetings of the Housing Authority to promote community awareness. The City conducted and or participated in housing fairs and other activities where public housing residents were in attendance. At these events, the City staff vigorously marketed the City's Down Payment Assistance program.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The City of Hattiesburg attends the quarterly Resident Advisory Council meetings of the Housing Authority. The Housing Authority works closely with PRVO, The First Bank and other lending institutions in promoting home ownership. The City of Hattiesburg streams information and promotions related to the Down Payment Assistance Program to Housing Authority residents via distribution of flyers, attending monthly resident meeting & the quarterly RAC meetings.

Actions taken to provide assistance to troubled PHAs

The Hattiesburg Housing Authority is not a "troubled" PHA

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City's zoning ordinance and related regulations are conducive to affordable housing development. As public policies are concerned, the only notable barrier to affordable housing has to do with developments that are planned to take place within flood zones where FEMA regulations create limitations on the value and costs of rehabilitation that can take place on existing structures. Historically, new affordable housing has not been created in flood zones when using CDBG or HOME funds because of the challenges of meeting the development requirements. The City has made it known to partner agencies and CHDOs that such new developments are possible given compliance with certain development and insurance requirements.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The implementation of various HUD programs presupposes compliance with a variety of guidelines such as the environmental approval process. Many of the dilapidated structures are relatively old and contain lead based paint. The presence of such often increases the rehabilitation cost (in accordance with Title X of the Housing and Community Development Act of 1992) and results in the project being deemed infeasible. Other requirements found at 40 CFR and 24 CFR part 58 often result in the inability of the City to provide services to those who ironically have the greatest need.

The City continues to seek other funding sources to supplement HUD-funded programs in order to allow for additional work to be done, to avoid becoming hindered by the cost of lead abatement, and to generally leverage HUD-funding for a greater overall impact. The participated in a grant application with the State of Mississippi for Lead Hazard Reduction, however the grant was funded.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City continued its partnership with Breakthrough community Services to identify those families and individuals in poverty and those without the means to make emergency repairs to their homes. The AIDS Services Coalition provided housing, nutrition, and other supportive services to those living with

HIV/AIDS. And even though they are no longer subrecipients, the Domestic Abuse Family Shelter housed and provided supportive services to victims of domestic violence; the Southeast Mississippi Rural Health Initiative facilitated funding for homeless individuals to receive primary healthcare and prescriptions. Pinebelt Coalition on Homelessness continued its meals program for LMI and disabled persons. And the city is hopeful that the AIDS Services Coalition will be able to develop and deliver the promised permanent supportive housing for homeless individuals and families.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Typically, the City hosts a quarterly Housing Roundtable, through which different housing and social service organizations collaborate to address housing challenges. In the aftermath of a February 2013 tornado in Hattiesburg, the Housing Roundtable was put on hold, and its members were encouraged to participate in the Unmet Needs Committee that was a part of the effort to help those less fortunate to recover from tornado damage. It is hoped that the Roundtable will be able to reconvene before the end of 2016, providing there is enough interest to warrant the time and effort.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City took the initiative to spearhead the development of BankOn Hattiesburg. BankOn Hattiesburg's objective is to provide a wide variety of financial services and products for the un-banked and the under-banked. BankOn partners include banks, credit unions, financial literacy/education providers and area and regional non-profits. Many of these agencies work directly with the City and each other to improve financial health of the City's residents. The City also support a number of these agencies and their initiatives to coordinate their efforts, with duplication.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

In 2012, the City completed an Analysis of Impediments to Fair Housing Choice. Impediments/challenges identified include 1) a lack of fair housing education, 2) the unavailability of code standard affordable housing for homeownership, 3) the unavailability of code standard housing, both rental and homeownership for low- to moderate-income persons, 4) the unavailability of code standard housing, both rental and homeownership for elderly and disabled, 5) low- to moderate-income persons are un-banked or under-banked and do not understand the need for good credit ratings, 6) the lack of credit worthy low and moderate-income families limit their opportunities to purchase affordable housing and to participate in downpayment assistance programs, and 7) housing to accommodate the needs of persons with HIV/AIDS is virtually non-existent; most property owners have a fear of renting to a person with AIDS. None of these impediments to fair housing choice or affordable housing have been created by a public policy. Many of these impediments can, however, be addressed through proper planning

and implementation of the CDBG and HOME Program activities described herein.

In 2016, the City continued to require beneficiaries of the Downpayment Assistance program to take a homebuyer education course prior to approval for an award; the CDBG and HOME Programs continued to focus most of its resources on homeowner occupied rehabilitation and emergency repairs, thereby addressing code compliance and the lack of code standard housing to the greatest extent possible; some of the City's partner agencies continued to offer credit counseling and homebuyer education, thereby addressing credit worthiness and fair housing education; and the City targeted its Public Service awards toward activities that benefited homeless population, those living with HIV/AIDS, the disabled, and special needs populations, which in the case of at least one activity, improved housing accommodations for persons with HIV/AIDS. However, no Public Services awards were made to social services agencies during 201. the primary reason was the lack of funding.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City had only one subrecipients and one CHDO's that it had to monitor during 2016. Each organization with an active agreement was monitored at least twice in the course of the year except in cases where absolutely no progress was made on the scope of the agreement or in the expenditure of funds, or in cases where progress or expenditure was insignificant and related to an agreement established in a prior year when monitoring was conducted. The City continues to follow its established monitoring procedures that Rental activities developed by CHDOs will receive on-site monitoring inspections no less than every three (3) years (as the only units currently existing are single-family) in accordance with 24 CFR 92.504.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

In 2012, the City went through the process of adopting the 2013-2017 Consolidated Plan and the Annual Action Plan for 2013, which involved several public meetings and presentations and the publication of a draft version of the Plan for public comment. The final version of the 2013-2017 Consolidated Plan and 2013, 2014, 2015 and 2016 Action Plans remain available to the public. Such plans are always available at City Hall or a number of other public building record/reference rooms. During 2016, the City also made available a draft 2015 CAPER in order to solicit public comments. The final version was made available to the public, and remains so. Documents published are made available in two locations in City Hall, the City Library, the County Chancery Clerk's office, and two local community centers. Ample notice of public hearings and public comment periods is given via a posting in the local newspaper, the advertisement for which is additionally approved in public at a regular City Council meeting.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City's program objectives did not shift in the course of the program year. Housing continues to be the City's focus. And given limited resources, the City does not anticipate any changes going forward.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?	No
--	----

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

Relative to marketing its program offerings, the City holds public hearings at least two times annually. There is an existing list of applicants waiting for services. With regard to identifying MBEs, WBEs and otherwise DBEs, the City works with other organizations such as the Area Development Partnership and the Mississippi Development Authority to provide information and services aimed at including these entities in all of its programs.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

The City of Hattiesburg administers no activities/projects/programs relative to its CDBG or HOME program that generates Program Income.

Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)



City of Hattiesburg, MS

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

FILE NUMBER: 2017-291

MEETING DATE: 03/07/2017

MINUTE BOOK NUMBER:

Brief Title: Adopt Resolution requesting the Mississippi Legislat

Title: Adopt Resolution requesting the Mississippi Legislature of the State of Mississippi to amend enabling legislation of the Hattiesburg Tourism Commission, which stands repealed from and after June 30, 2017, to extend the repealer imposed on the Hattiesburg Tourism Commission and the special tax levied therefore, to July 1, 2021.

Type: Resolution

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: RES - Extend Repealer, Tourism Commission, 2017

File Created: 03/06/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

**RESOLUTION REQUESTING THE MISSISSIPPI LEGISLATURE
TO AMEND THE HATTIESBURG TOURISM COMMISSION’S ENABLING
LEGISLATION, WHICH STANDS REPEALED FROM AND AFTER JUNE 30, 2017,
TO EXTEND THE REPEALER IMPOSED ON THE HATTIESBURG TOURISM
COMMISSION AND THE SPECIAL TAX LEVIED THEREFORE, TO JULY 1, 2021**

WHEREAS, on March 6, 1990, the Mayor and City Council of the City of Hattiesburg, Mississippi, adopted a resolution requesting the Legislature of the State of Mississippi to enact a local and private bill enabling the City of Hattiesburg, to provide for a special tax to be levied on the gross proceeds from hotel and motel overnight room rental, exclusive of charges for food, telephone, laundry, beverages and similar charges; to provide that such tax be collected by the State Tax Commission; and,

WHEREAS, on May 8, 1990, the Mayor and City Council of the City of Hattiesburg, Mississippi, acknowledged receipt of House Bill Number 1717 authorizing and empowering the City of Hattiesburg to create and establish said Hattiesburg Tourism Commission; and,

WHEREAS, House Bill 1717 directed the governing authorities of the City of Hattiesburg to adopt a resolution declaring its intent to levy taxes, establish the amount of the tax levy and determine the date on which taxes initially would be levied and collected; and,

WHEREAS, on September 4, 1990, the Mayor and City Council or the City of Hattiesburg adopted said resolution; and,

WHEREAS, in 1995 House Bill Number 1717 was amended by Senate Bill Number 3124, which stated that this act shall stand repealed from and after September 30, 1997; and,

WHEREAS, in 1997 House Bill Number 1717, as amended by Senate Bill Number 3124 in 1995, was amended by House Bill Number 1878 in 1997, which stated that this act shall stand repealed from and after September 20, 2000; and,

WHEREAS, in 2000 House Bill Number 1717, as amended by Senate Bill Number 3124 in 1995 and House Bill Number 1878 in 1997, was amended by Senate Bill Number 3306, which stated that this act shall stand repealed from and after September 30, 2004; and,

WHEREAS, in 2004 House Bill Number 1717, as amended by Senate Bill Number 3124 in 1995, House Bill Number 1878 in 1997 and Senate Bill Number 3306 in 2000, was amended by House Bill Number 1839, which stated that this act shall stand repealed from and after September 30, 2008; and,

WHEREAS, in 2008 House Bill Number 1721 stated that this act shall stand repealed from and after September 30, 2011; and,

WHEREAS, in 2011 House Bill Number 1530 stated that this act shall stand repealed from and after June 30, 2014; and,

WHEREAS, in 2014 House Bill Number 1642 stated that this act shall stand repealed from and after June 30, 2017;

WHEREAS, the City of Hattiesburg wishes to extend the repealer imposed on the Hattiesburg Tourism Commission and the special tax levied therefore to July 1, 2021.

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

Section 1. The Legislature of the State of Mississippi is hereby requested to amend the enabling legislation set forth in Section 6 of House Bill Number 1717, last amended by House Bill Number 1642 in 2014, to extend the repealer imposed on the Hattiesburg Tourism Commission and the special tax levied therefore to July 1, 2021.

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the Resolution adopted, this the 7th day of March, A.D., 2017.

(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 7th day of March, A.D, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



City of Hattiesburg, MS

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

FILE NUMBER: 2017-292

MEETING DATE: 03/07/2017

MINUTE BOOK NUMBER:

Brief Title: Adopt a resolution requesting that FEMA determine

Title: Adopt a resolution requesting that FEMA determine that areas of the city affected by the January 21, 2017, tornados are eligible for the Private Property Debris Removal Program, allowing the city to assist with debris removal from private property to ensure the health and safety of citizens and to encourage economic recovery of the community.

Type: Resolution

Drafter: Cecilia Jones

In Control: City Council

Reference:

Attachments: Resolution-Private Property, FEMA- Fact Sheet

File Created: 03/06/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

RESOLUTION OF THE CITY OF HATTIESBURG REQUESTING PRIVATE PROPERTY DEBRIS REMOVAL

WHEREAS, Sections 403(a)(3)(A) and 407 of the Stafford Act, 42 U.S.C. 5170b and 5173, respectively, provide FEMA authority to fund debris removal from private property provided that the State or local government arranges an unconditional authorization for removal of the debris, and agrees to indemnify the Federal government against any claim arising from the removal; and,

WHEREAS, the regulations implementing Sections 403 and 407 of the Stafford Act at 44 CFR 206.224 establish the requirement that debris removal be in the "public interest" in order to be eligible for reimbursement. "Public interest" is defined as being necessary to:

1. Eliminate immediate threats to life, public health, and safety; or
2. Eliminate immediate threats of significant damage to improved public or private property; or
3. Ensure economic recovery of the affected community to the benefit of the community-at-large; and,

WHEREAS, generally, debris removal from private property following a disaster is the responsibility of the property owner. However, large-scale disasters may deposit enormous quantities of debris on private property over a large area, resulting in widespread immediate threats to the public-at-large. In these cases, the state or local government may need to enter private property to remove debris to eliminate immediate threats to life, public health, and safety; eliminate immediate threats of significant damage to improved property; or ensure economic recovery of the affected community to the benefit of the community-at-large. In these situations, debris removal from private property may be considered to be in the public interest and thus may be eligible for reimbursement under the Public Assistance Program (44 CFR 206.224); and,

WHEREAS, The City of Hattiesburg Mississippi and its citizens suffered tremendous damage following the January 21, 2017 tornados, leaving hundreds of properties covered in wind blown construction and demolition debris as well as large amounts of heavy vegetative debris. Many houses were completely destroyed and many others suffered major damage. The debris that is currently on properties in the affected area did not originate from the current property owners, but rather from other areas that were in the tornados' paths. This has created a tremendous burden on the citizens in the affected area, many who have no means of removing such heavy and bulky debris from their properties; and,

WHEREAS, The City of Hattiesburg, Mississippi has determined that the debris path left by the tornados on both public and private property poses an immediate threat to life, public health, and safety, and that the removal of said debris is vital to the economic recovery of the community and greatly benefits the community-at-large.

NOW, THEREFORE, BE IT RESOLVED that the City of Hattiesburg, Mississippi, hereby officially requests that the Private Property Debris Removal Program, as authorized by Sections 403(a)(3)(A) and 407 of the Stafford Act, 42 U.S.C. 5170b and 5173, respectively, be determined eligible for areas affected by the January 21, 2017, tornados in an effort to eliminate the immediate threat to life, public health, and safety and to support the economic recovery of the community-at-large.

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of the City Council, the President of the City Council declared the motion carried and the Resolution adopted, this the 7th day of March, A.D., 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of March, A.D., 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



FEMA

Fact Sheet

Debris Removal from Private Property

Generally, debris removal from private property following a disaster is the responsibility of the property owner. Following a disaster local officials may implement various options to assist residents in the collection and disposal of debris which was a result of the disaster. Communities may develop drop sites where residents bring their debris or implement a curbside collection program, among other options. Voluntary Agencies may also offer disaster survivors help in clearing their property of disaster debris.

In certain circumstances, FEMA may reimburse eligible applicants (State, Tribal, and local governments or certain private non-profit) under the Public Assistance program for various methods of debris removal from private property. FEMA will reimburse eligible applicants for the cost of removing debris from streets and other rights of way. In extraordinary circumstances, State, Tribal or local officials may invoke their authority to declare that debris on private property is a health and safety threat to the public-at-large. This usually occurs in large-scale disasters where enormous quantities of debris are deposited on private property over a large area resulting in widespread immediate threats to the public-at-large. In such instances, the local government or its contractor will enter private property to address the public health threat by removing debris. The eligible applicant may request prior approval from FEMA for the reimbursement of private property debris removal conducted for a health and safety threat.

Statutory and Regulatory Authorities

Sections 403(a)(3)(A) and 407 of the Stafford Act, 42 U.S.C. 5170b and 5173, respectively, provide FEMA authority to fund an eligible applicant's debris removal from private property provided that the appropriate State or local government public health authority or other public entity that has legal authority determines that disaster-generated debris on private property in the designated area constitutes an immediate threat to life, public health, and safety; and that removal of the debris is in the public interest. The State or local government must also arrange an unconditional authorization for removal of the debris, and agrees to indemnify the Federal government against any claim arising from the removal. FEMA regulations at 44 CFR 206.224 define "public interest."

Any State or local government that intends to seek reimbursement to remove debris from private property within a designated area will, prior to commencement of work, submit a written request for reimbursement to, and receive approval from, the Federal Coordinating Officer (FCO). The FCO would identify an area(s) eligible for private property debris removal. The State and local government would identify specific properties for such debris removal.

The FCO makes a determination as to areas eligible for private property debris removal based on the Public Assistance applicant's showing of the following:

1) Public Interest (44 CFR 206.224)

Debris removal is in the public interest when it is necessary to:

- eliminate immediate threats to life, public health, and safety; or
- eliminate immediate threats of significant damage to improved public or private property; or
- ensure economic recovery of the affected community to the benefit of the community-at-large.

FEMA will work with states affected by a disaster to designate those areas where the debris is so widespread that removal of the debris from private property is in the “public interest” pursuant to 44 CFR 206.224, and thus is eligible for FEMA Public Assistance reimbursement. This determination is made on a case-by-case basis.

2) Documentation of Legal Responsibility (44 CFR 206.223(a)(3))

A detailed explanation documenting the requesting State or local government’s legal responsibility at the time of disaster to enter private property to remove debris in order to address immediate threats to public health and safety, and confirmation that all legal processes and unconditional authorization requirements (e.g., right-of-entry, including indemnification provisions) for such action have been satisfied.

3) No Duplication of Benefits

FEMA is prohibited by Section 312 of the Stafford Act 42 U.S.C. 5155, from providing assistance to an entity that may receive benefits from any other source. The local government is obligated as a condition of the grant to ensure that there will be no duplication of benefits, such as from insurance proceeds. The right-of-entry or other permit should include information about property insurance covering debris removal.

4) Eligible and Ineligible Debris

FEMA policy DAP 9523.13 Section VII.F elaborates on what debris is eligible and ineligible for removal from private property. Generally, commercial property is not considered eligible for debris removal. All FEMA policies can be found at www.fema.gov.

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“FEMA’s mission is to support our citizens and first responders to ensure that as a nation we work together to build, sustain, and improve our capability to prepare for, protect against, respond to, recover from, and mitigate all hazards.”

May 2016



City of Hattiesburg, MS

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

FILE NUMBER: 2017-284

MEETING DATE: 03/07/2017

MINUTE BOOK NUMBER:

Brief Title: Authorize designation of Kermas Eaton as Applicant

Title: Authorize designation of Kermas Eaton as Applicant Agent to execute for and in behalf of the City of Hattiesburg, applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974, as amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, in regards to the Tornado that occurred in Hattiesburg beginning January 21, 2017, and to file applications with Governor's authorized representative.

Type: Action Item

Drafter: Cecilia Jones

In Control: City Council

Reference:

Attachments: Applicant Agent Designation, executed Applicant Agent Designation

File Created: 03/06/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File



STATE-LOCAL DISASTER ASSISTANCE AGREEMENT

DISASTER:

APPLICANT ID NO#:

APPLICANT NAME:

This Agreement is between the State of Mississippi, Mississippi Emergency Management Agency and the undersigned State Agency and political subdivision of the State, private nonprofit organizations or authorized tribal organizations. This Agreement shall be effective on the date signed by the State and Applicant. It shall apply to all assistance funds provided by or through the State to the Applicant as a result of the above-referred disaster.

The designated representative of the Applicant certifies that:

1. The representative has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Applicant will use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative.
4. The Applicant is responsible for all costs determined to be ineligible or unreasonable by FEMA and/or MEMA. The Applicant is also responsible for the repayment of any de-obligations recommended by the DHS OIG and agreed upon by FEMA. Should the funds not be returned to the State in a reasonable time frame, then collection of such funds will be handed over to the State Auditor for action.
5. The Applicant is aware of and shall comply with cost-sharing requirements for Federal and State assistance. While the cost share is subject to change depending on the severity of a disaster, the minimum Federal cost share is 75 percent of the eligible costs. The normal cost share is 75% Federal and the non-federal share is split equally by the State and local. The exception is with PNPs who are responsible for the entire 25% non-federal share.
6. The Applicant is aware that limited funding, which requires cost sharing, may be made available for mitigation of future damages.
7. The Applicant will establish and maintain a proper accounting system to record revenues and expenditures of disaster assistance funds in accordance with generally accepted accounting standards and OMB SuperCirculars and A-133 as applicable and/or as directed by the Governor's Authorized Representative.
8. The Applicant shall provide Quarterly Reports to the State which indicates the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factor that may affect compliance of this Agreement.
9. The Applicant shall comply with the Single Audit Amendments of 1996 listed under the Code of Federal Regulations Part 200 – SuperCircular; Subsection 200.501 and will provide copies of audit reports when issued. All audit reports should be forwarded to the Governor's Authorized Representative.
10. The Applicant will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.

11. The Applicant will return to the State, within thirty (30) days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Applicant.
12. The Applicant acknowledges that it is the Applicant's responsibility to ensure all Federal, State and local laws, regulations, rules and guidelines applicable to any FEMA grant program are adhered to. If said laws, regulations, rules and guidelines are not adhered to, responsibility for noncompliance is the Applicants.
13. The Applicant will begin and complete all items of work within the time limits established by the Governor's Authorized Representative in agreement with all applicable Federal regulations.
14. The Applicant will comply with regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Subpart F.
15. The Applicant will comply with all federal and state statutes and regulations relating to nondiscrimination.
16. The Applicant will comply with provisions of the Hatch Act limiting the political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
17. The Applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
18. The Applicant will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 which may require purchase of flood insurance.
19. The Applicant will not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work.
20. The Applicant will not enter into contracts for which payment is contingent upon receipt of state or federal disaster funds.
21. The Applicant will not enter into any contract with any party which is debarred or suspended from participation in federal assistance programs.
22. The applicant will return all unspent federal funds for uncompleted small projects prior to requesting additional funds for other projects.
23. The Applicant authorizes the Governor's Authorized Representative to recoup the unspent funds referenced in item 22 above, by subtracting that amount from other federal funds owed to it for another approved work when the amount owed is larger than the refund.
24. The Applicant will comply with all uniform administrative requirements which are set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-107, and implemented by 44CFR Part 206.
25. The applicant will provide copies of every audit report issued on the entity at the time of its receipt by the entity to the State.

Signed for the Applicant (Certifying Representative):

NAME (Print)

SIGNATURE

DATE

Signed for the State (Governor's Authorized Representative): (Do Not Continue Below This Line, MEMA Staff Member Only)

Mr. Lee W. Smithson, Executive Director

NAME

SIGNATURE

DATE

DESIGNATION OF APPLICANT AGENT

BE IT RESOLVED BY: _____ OF: _____
Governing Body City, County, Other Entity

THAT _____
Name of Designated Agent Official Position

ADDRESS: _____, TELEPHONE (W) _____ (H) _____

_____ is hereby authorized to execute for and in behalf of _____
City, County, Other Entity

a public entity established under the laws of the State of Mississippi, applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974 (Public Law 93-228), amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, (Public Law 100-707) and to file them with the Governor's Authorized Representative.

PASSED AND APPROVED THIS _____ DAY OF _____ 20____.

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

CERTIFICATION

I, _____, duly appointed _____
Title

of, _____, do hereby certify that the above is a true and

correct copy of a resolution passed and approved by the _____
Governing Body

of _____ on the _____ day of _____, 20____.

DATE

SIGNATURE

LOCAL APPLICANT'S AGENT

Each city or county included in a Presidential disaster declaration under Public Law 93-228 and Public Law 100-707 may be eligible for federal assistance to repair or replace damaged public facilities (such as debris removal, evacuation, sand bagging, etc.). When this happens, the local government must designate an Applicant's Agent who will be authorized by the City Council/Board of Supervisors to represent the city or county with federal and state agencies managing these public assistance programs.

Much of the work of an Applicant's Agent will start as soon as the disaster occurs. To save time in the first few days following a disaster, MEMA recommends that the Applicant's Agent be designated BEFOREHAND. By doing this, the city or county will give the person selected a chance to become familiar with these programs and to establish local procedures and systems before the disaster occurs.

The City Council/County Board should be particularly selective in naming an Applicant Agent. The designation must be made by the action of the full body and should be recorded in the official record as any other ordinance or resolution would be. The City Council/County Board should carefully select a person who is able to perform the duties that will be assigned.

The person selected must also be able to spend the major amount of time required to do the job. Once the Applicant's Agent is selected the City Council or County Board must give their support and help.

In simplest terms, the Applicant's Agent will represent the local government in managing the city or county applications for federal disaster assistance funds. The agent will be the contact person for Federal and State agencies dealing with the disaster programs. This person will be responsible for managing federal funds provided for the community, for following state and local bid and contract procedures, for maintaining auditable records and for seeing that all work is accomplished before the completion dates are reached.

The position of Applicant's Agent is highly responsible and requires a good deal of time and strong managerial skills. The person selected must have the full confidence of the City Council/County Board and must be given sufficient authority to take the steps required under Federal regulations.

Some counties have appointed the Chancery Clerk, County Administrator, County Engineer, or Emergency Management Director, City Manager or others. The choice is entirely up to the governing body.



Kronos Incorporated
297 Billerica Road
Chelmsford, MA 01824

15-FEB-2017
ANGIE SANFORD
CITY OF HATTIESBURG
Solution ID: 6110151

Subject: Kronos Support Services Quote for CITY OF HATTIESBURG
Contract #: 1191274 R15-FEB-17

Dear ANGIE,

The support services and benefits provided under your existing maintenance services terms are due to expire. In order to continue to receive support services and benefits for your Kronos products, you will need to renew the maintenance support for another year. Please review the attached quote so that we can ensure that the upcoming invoice we send to your Accounts Payable organization accurately reflects your Kronos investment. (Please be aware that per the terms of your agreement Kronos will send an invoice 60 days prior to the start of your contract.) **If the attached quote matches your records, please sign the quote and return a copy to me within 10 business days.**

If your organization requires a Purchase Order for payment, please forward me a copy at this time so I can make sure it is referenced on the invoice.

When the invoice is paid, your organization is acknowledging that they are renewing the maintenance support services for another year under the existing terms and conditions with Kronos. If the invoice is not paid, your support services for the products will be cancelled and Kronos will require you to sign a new support services contract, with applicable charges, in order to reactivate your service.

I encourage you to visit the Kronos Customer Portal at <http://customer.kronos.com> for access to SuperSearch, eCase management, Customer Forums, Product Documentation, Training tips and so much more! Experience the array of services Kronos offers.

Please contact me at the email address or telephone number provided below if you have any questions regarding your renewal.

Thank you for your business.

Regards,

Lesia Smith
Contract Administrator

tel: 615-289-5842
fax: 877-309-7418
email: Lesia.Smith@kronos.com



Support Services Quote

Page 1 of 4

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: CITY OF HATTIESBURG
Solution ID: 6110151
Contract #: 1191274 R15-FEB-17
Date: 15-FEB-2017
Prepared by: Lesa Smith / US Southeast2

Bill To: CITY OF HATTIESBURG ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG MS 39403-1898
UNITED STATES

Ship To: CITY OF HATTIESBURG
200 FORREST ST
HATTIESBURG MS 39401
UNITED STATES

Contact: ANGIE SANFORD
Email: ASANFORD@HATTIESBURGMS.COM

CONTRACT SUMMARY

Contract Period: 16-JUN-2017 - 15-JUN-2018

Description	Support Services	Estimated Tax	Subtotal
Equipment Support Services	\$13,362.80	\$0.00	\$13,362.80
Educational Services	\$2,100.00	\$0.00	\$2,100.00
Total	\$15,462.80	\$0.00	\$15,462.80

Annualized Contract Value: \$15,462.80

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

IMPORTANT NOTES

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

CITY OF HATTIESBURG ACCOUNTING DEPT KRONOS INCORPORATED

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Support Services Quote

Page 2 of 4

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: CITY OF HATTIESBURG
Solution ID: 6110151
Contract #: 1191274 R15-FEB-17
Date:
Prepared by: Lesa Smith / US Southeast2

CONTRACT SUMMARY BY LOCATION

Line	Bill To Location	Ship To Location	Software Support Services	Equipment Support Services	Educational Services	Estimated Tax	Location Subtotal
1	CITY OF HATTIESBURG ACCOUNTING DEPT PO BOX 1898 HATTIESBURG MS 39403-1898	CITY OF HATTIESBURG 200 FORREST ST HATTIESBURG MS 39401	\$0.00	\$12,957.80	\$2,100.00	\$0.00	\$15,057.80
2	CITY OF HATTIESBURG ACCOUNTING DEPT PO BOX 1898 HATTIESBURG MS 39403-1898	CITY OF HATTIESBURG; BOBBY L CHAIN MUNICIPAL AIRPORT 47 ACADEMY DR HATTIESBURG MS 39401	\$0.00	\$405.00	\$0.00	\$0.00	\$405.00



Support Services Quote

Page 3 of 4

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: CITY OF HATTIESBURG
Solution ID: 6110151
Contract #: 1191274 R15-FEB-17
Date:
Prepared by: Lesa Smith / US Southeast2

Bill To: CITY OF HATTIESBURG ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG MS 39403-1898
UNITED STATES

Ship To: CITY OF HATTIESBURG
200 FORREST ST
HATTIESBURG MS 39401
UNITED STATES

Contact: ANGIE SANFORD
Email: ASANFORD@HATTIESBURGMS.COM

EQUIPMENT SUPPORT SERVICES

Line	Support Service Level	Covered Product	Quantity	Start Date	End Date	Duration (days)
1	Depot Exchange	Data Collection: InTouch	32	16-JUN-2017	15-JUN-2018	365
2	Depot Exchange	Options: InTouch	32	16-JUN-2017	15-JUN-2018	365

	Support Services	Estimated Tax	Subtotal
Equipment Support Services	\$12,957.80	\$0.00	\$12,957.80

EDUCATIONAL SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Ed Services Subscription	KNOWLEDGE PASS		16-JUN-2017	15-JUN-2018	365

	Support Services	Estimated Tax	Subtotal
Educational Services	\$2,100.00	\$0.00	\$2,100.00



Support Services Quote

Page 4 of 4

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: CITY OF HATTIESBURG
Solution ID: 6110151
Contract #: 1191274 R15-FEB-17
Date:
Prepared by: Lesa Smith / US Southeast2

Bill To: CITY OF HATTIESBURG ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG MS 39403-1898
UNITED STATES

Ship To: CITY OF HATTIESBURG; BOBBY L CHAIN
MUNICIPAL AIRPORT
47 ACADEMY DR
HATTIESBURG MS 39401
UNITED STATES

Contact: ANGIE SANFORD
Email: ASANFORD@HATTIESBURGMS.COM

EQUIPMENT SUPPORT SERVICES

Line	Support Service Level	Covered Product	Quantity	Start Date	End Date	Duration (days)
1	Depot Exchange	Data Collection: InTouch	1	16-JUN-2017	15-JUN-2018	365
2	Depot Exchange	Options: InTouch	1	16-JUN-2017	15-JUN-2018	365

	Support Services	Estimated Tax	Subtotal
Equipment Support Services	\$405.00	\$0.00	\$405.00



City of Hattiesburg, MS

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

FILE NUMBER: 2017-266

MEETING DATE: 03/07/2017

MINUTE BOOK NUMBER:

Brief Title: Authorize execution of Solid Waste Assistance Grant

Title: Authorize Mayor to execute agreement for Solid Waste Assistance Grant in the amount of \$75,000 from MDEQ for the 2017 Household Hazardous Waste Collection Project (Pine Belt Amnesty Day),

Type: Action Item

Drafter: Lindsay Coleman, Federal and State Programs

In Control: City
Council

Reference:

Attachments: MD
EQ Household
Hazardous Waste
Grant Award and
Agreement,
Household
Hazardous Waste
Grant Application

File Created: 02/23/2017

**Budget
Information:**

Expenditure Type:

**Purchasing
Item:**

Publication Information: The MDEQ Solid Waste Grant award is for the Right Way to Throw Away Day aka Hazardous Household Waste Day aka Amnesty Day, which will be held on April 22, 2017. The event will be held at Bobby L. Chain Airport and the Lamar County Multi-Purpose Center. The event is a collaboration between the City of Hattiesburg, the City of Petal, Forrest County, Lamar County, Pine Belt Regional Solid Waste Authority, Mississippi Department of Environmental Quality, USM and William Carey University.

History of Legislative File



STATE OF MISSISSIPPI
PHIL BRYANT
GOVERNOR
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
GARY C. RIKARD, EXECUTIVE DIRECTOR

February 17, 2017

Ms. Lindsey Coleman, Grants Coordinator
City of Hattiesburg
P O Box 1898
Hattiesburg, MS 39403-1898

Dear Ms. Coleman:

Our Department has completed a favorable review of the solid waste assistance grant application for competitive grant funds submitted on behalf of the City of Hattiesburg. Based on this review, the City's grant request in the amount of \$75,000 has been preliminarily approved, subject to the full execution of a formal grant agreement. The terms of the grant agreement will include the Household Hazardous Waste Collection Project (Pine Belt Amnesty Day) proposed by the City.

The formal grant agreement has been enclosed for review and signature by the City. **Please have your Mayor or other authorized representative sign the three copies of the agreement and return these three copies within 15 days from the above date to Ms. Lenora Townsend in our Contracts Department.** Please contact our office at (601) 961-5171 if you have any questions concerning your grant award.

Sincerely,

A handwritten signature in blue ink that reads "Mark Williams".

Mark Williams, P.E., BCEE, Chief
Waste Division

Enclosures

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY ASSISTANCE AGREEMENT		ASSISTANCE ID NO. SWC498	
		DATE OF STAFF APPROVAL 02/14/2017	
AGREEMENT TYPE		RECIPIENT TYPE	
Cooperative Agreement		CITY	
Grant Agreement	X	TAX ID NO.	
Assistance Amendment			
RECIPIENT CITY OF HATTIESBURG P.O. BOX 1898 HATTIESBURG, MS 39403-1898		PROJECT MANAGER LINDSEY COLEMAN GRANT COORDINATOR	
ISSUING OFFICE MS DEPT. OF ENVIRONMENTAL QUALITY OFFICE OF POLLUTION CONTROL P.O. BOX 2261 JACKSON, MS 39225-2261		PROJECT MANAGER MARK WILLIAMS WASTE DIVISION	
ASSISTANCE PROGRAM LOCAL GOVERNMENT SOLID WASTE ASSISTANCE PROGRAM		STATUTORY AUTHORITY SECTION 17-17-65, MS CODE ANN.	
PROJECT TITLE AND DESCRIPTION HOUSEHOLD HAZARDOUS WASTE COLLECTION PROJECT (PINE BELT AMNESTY DAY)			
PROJECT LOCATION CITY HATTIESBURG AND PETAL COUNTY FORREST AND LAMAR STATE MS		PROJECT PERIOD The project period shall begin upon execution of the grant agreement by the Executive Director of MDEQ and end no later than JUNE 30, 2018	
		TOTAL PROJECT COST \$75,000.00	
FUNDS	Former Award	This Action	Amended Total
MDEQ Amount This Action (4050)		\$75,000.00	
Recipient Contribution			
Other Contribution			
Total Project Cost		\$75,000.00	
APPROVED BUDGET			
Personnel			
Indirect			
Travel			
Equipment & Related Installation Costs			
Supplies			
Contractual			
Construction			
Other		\$75,000.00	
Total Charges		\$75,000.00	
METHOD OF PAYMENT			
Advance			
Reimbursement	X		

SPECIAL TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENT
(Local Governments Solid Waste Assistance Grants Program)

1. Method of Payment

Reimbursement shall be the method of payment. The Recipient shall submit the completed Attachment A - Request for Payment form and additional documentation for verification of the service or work performed or the purchases made, prior to payment being issued by the Mississippi Department of Environmental Quality (MDEQ). The Request for Payment forms and supporting documentation generally will be submitted to MDEQ on a quarterly basis or as funds are otherwise expended and shall include a report of activities to date, (i.e., unauthorized dump sites cleaned, wastes disposed, HHW collected, hours worked, etc.). The Recipient shall submit a Request for Payment for eligible program activities performed through June 30 of each year (the end of the state fiscal year) no later than July 31 of that year. All requests for payment related to this grant agreement shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant agreement after which time, the grant agreement will be considered closed and funds will no longer be available to the Recipient. Funds utilized and/or disbursed under this grant award shall be consistent with the Recipient's approved grant application, incorporated herein by reference. This clause shall supersede Clause 5, Method of Payment of the Standard Terms and Conditions.

2. Grant Administration Costs

Under the terms of state law, the Recipient is eligible to use up to three percent (3%) of funds provided through this grant to defray the costs of administration of the grant. No Request for Payment will be processed for grant administration costs that total more than 3% of the grant award.

3. Clean-Up Projects - Responsible Party Obligations

For grant projects involving the clean-up or abatement of an unauthorized dump(s), the Recipient shall make a reasonable effort to determine the person(s) responsible for creating or causing the unauthorized dumping. If the responsible persons are determined, the Recipient shall make a reasonable effort to require that person to clean up the property before expending any funds from this grant award to clean up the property. If the Recipient is unable to locate the person responsible for creating the dump or if the Recipient determines that person is financially or otherwise incapable of cleaning up the property, the Recipient may use the funds from the grant award to clean-up the property. Upon completion of the clean-up and the determination of the costs of the clean-up, the Recipient shall make a reasonable effort to recover any funds expended from the responsible person.

4. Solid Waste Enforcement Officer Projects

For projects that involve the employment of a local solid waste enforcement officer, the Recipient agrees to provide MDEQ with the following information, upon the selection or designation of the enforcement officer:

- a) Name, address, telephone number, fax number, and, e-mail address for the enforcement

officer(s);

- b) Detailed description of the duties and responsibilities for the enforcement officer(s).

Should the enforcement officer(s) be replaced or should the officer's information change, the Recipient shall provide an update to the information described above upon selection of the replacement or upon change in the information.

The Recipient further agrees that the enforcement officer shall be required to investigate local solid waste complaint related matters, which may be directed to the enforcement officer by MDEQ or through direct public complaints. The Recipient also agrees that the Recipient and the officer employed will adhere to the Local Solid Waste Enforcement Officers Duties and Procedures guidance document prescribed by MDEQ.

5. Household Hazardous Waste Collection Project (HHW)

For projects that involve conducting a household hazardous waste (HHW) collection event, the Recipient shall conduct the HHW project in accordance with Sections 17-17-439 through 17-17-445 and the Mississippi "Right-Way to Throw Away Program." The Recipient shall further provide to MDEQ a comprehensive summary report following the HHW collection day event which would include, at a minimum, the following:

- a) Description of the public notification efforts for the event;
- b) Amounts of waste collected, by type;
- c) Cost summary;
- d) Number of residents participating in the HHW collection day event.
- e) A summary of any special issues or needs identified in the event.

The Recipient shall ensure that all hazardous materials collected are managed and disposed by qualified contractor(s) who are properly licensed and approved by all applicable regulatory agencies to manage the hazardous materials.

6. Disposal of Wastes

The final disposal of solid wastes from the clean-up of unauthorized dumps or from other collection activities funded by this grant shall be conducted in accordance with existing solid waste disposal laws and regulations. The preferred method of disposal shall be the removal of the wastes to a legitimate recycling facility where feasible, to a permitted solid waste landfill, or to a permitted rubbish landfill, where appropriate. Other types of authorized disposal facilities may be considered on a case by case basis. In limited circumstances and where conditions warrant, the Recipient, upon concurrence from MDEQ, may abate an unauthorized dump by on-site burial of such wastes as allowed by state law. Such on-site burial of wastes shall be considered by MDEQ on a case-by-case and shall be limited to nonhazardous wastes.

STANDARD TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENTS

1. Work Plan

The workplan (grant application) constitutes the Recipient's and MDEQ's commitment to accomplish the program goals and objectives. MDEQ's review and evaluation of performance under this agreement and MDEQ's response to the findings of oversight will be carried out in accordance with the stated policies.

2. Expenditure Commitment

The Recipient commits to expend the funds awarded in this agreement and to complete the funded project in accordance with the workplan included in this grant application (workplan) and incorporated into this agreement by reference.

3. Financial Management

MDEQ requires that Recipients have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every grant dollar from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are vendor invoices, bills of lading, payment vouchers, payrolls, bank statements and reconciliations.

4. Audit: Access to Records

Recipient assures that it will give MDEQ, the Comptroller General of the United States, and the State of Mississippi, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives; and will retain all required records relating to this agreement for three years after project completion and all other pending matters are closed.

5. Method of Payment

Reimbursement shall be the preferred method of funding. Recipients shall be paid a predetermined sum for services/work performed. Recipient shall submit a Request for Payment, as provided in Attachment A, and additional documentation for verification of service/work performed prior to payment being issued. In special cases, funding advances may be allowed, subject to approval by MDEQ. Requests for Payment and applicable supporting documentation shall be submitted to MDEQ upon project completion. All requests for payments related to this grant shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant.

6. Final Payment

Pursuant to satisfactory completion of the work performed under this agreement as may be determined by final inspection, and as a condition before final payment under this agreement or as termination settlement under this agreement, the Recipient shall execute and deliver to MDEQ a release of all claims against MDEQ arising under, or by virtue of, this agreement, except claims which are specifically exempted by the Recipient to be set forth therein. Such release is provided in Attachment B of this agreement. Unless otherwise provided in this agreement, by state law, or expressly agreed to by the parties in this agreement, final payment under this agreement or settlement upon termination of this agreement shall not constitute waiver of MDEQ's claims against the Recipient or his sureties under this agreement or applicable performance and payment of bonds.

7. Procurement

Recipient shall comply with purchasing guidelines established in 31-7-13 of the Mississippi Code in the procurement of commodities and services.

8. Disadvantaged Businesses

Recipient will ensure that its best efforts will be used in making available to minority businesses a minimum of 5% of the grant funds that may be expended as necessary in obtaining any supplies, construction, equipment, or services in completing the project detailed in the Workplan.

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Unless otherwise agreed to, title to any real property, equipment and supplies that may be acquired under this agreement shall vest upon acquisition in the Recipient. Real property, equipment and supplies shall be used by the Recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds.

10. Changes and Amendments

Changes may be made to the agreement in relation to the effective period of the agreement, the total amount of the agreement, budgetary categories associated with the funding of the agreement, and the work to be performed as defined in the work plan. Such changes shall be constructively made by way of a formal agreement amendment, which shall require written approval of the Executive Director of MDEQ prior to any such changes being made. Changes which affect the total amount of the agreement may also require prior approval by the Commission on Environmental Quality.

11. Recycled Paper

Recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to MDEQ.

12. Gratuities

- A. If MDEQ finds, after a notice and hearing, that the Recipient or any of the Recipient's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any employee, official or agent of MDEQ, the state agency providing funds used in this agreement in an attempt to secure a agreement or favorable treatment in awarding, amending or making any determination related to the performance of this agreement, MDEQ may, by written notice to the Recipient, terminate this agreement. MDEQ may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts on which MDEQ bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this agreement.
- B. In the event this agreement is terminated as provided in paragraph A., MDEQ may pursue the same remedies against the Recipient as it could pursue in the event of a breach of the agreement by the Recipient, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by MDEQ) which shall be not less than three nor more than ten times the costs the Recipient incurs in providing any such gratuities to such officer or employee.

13. Publication and Publicity

- A. Recipient may publish results of its participation pursuant to this agreement after prior review by and consent by MDEQ's Project Manager provided that (1) such publications acknowledge that the program is supported by funds granted by MDEQ, and (2) that one (1) copy of the publication is furnished to MDEQ.
- B. Recipient shall use its best efforts to ensure that any publicity received by the Recipient as a result of the work funded by this agreement shall acknowledge that the program is supported by funds granted by MDEQ.

14. Hold Harmless for Personnel Claims

To the extent permitted by Mississippi law, recipient agrees to indemnify, save and hold harmless the Mississippi Commission on Environmental Quality, MDEQ and the state of Mississippi, as well as their employees, from and against any and all losses, claims, debts, demands, damages, suits or actions at law, judgments, and costs, including attorney's fees, or expenses on the part of MDEQ or MDEQ's agents or employees arising out of or attributable

to work performed under this agreement or the use of facilities or equipment provided to Recipient under the terms of this agreement.

15. Assurances

The Recipient certifies that:

- A. It maintains the legal authority to apply for state assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in the grant application.
- B. It is not presently debarred, suspended, proposed for debarment, declared ineligible from participating in government projects; has not within a three year period preceding this application been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing public transactions; has not within a three year period preceding this proposal been convicted of violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and has not within a three year period preceding this application had one or more public transactions terminated for default.
- C. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D. It will comply with all applicable requirements or State and Federal laws, executive orders, regulations and policies governing this program.
- E. The Recipient shall maintain current permits and approvals necessary from applicable regulatory agencies to carry out the project/program activities.

16. Enforcement

- A. If a Recipient materially fails to comply with any term of an award, whether stated in Federal and State statute or regulation, an assurance, in a State plan or application, a notice of an award, or elsewhere, MDEQ may take one or more of the following actions, as appropriate in the circumstances:
 - 1. Temporarily withholding payments pending correction of the deficiency by the Recipient or more severe enforcement by MDEQ;

2. Disallow (that is deny both use of funds and matching credit for) all or part of the cost of the activity of action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the Recipient's program.
 4. Withhold further awards for the program, or
 5. Take other remedies that may be legally available.
- B. In taking an enforcement action, MDEQ will provide the Recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient is entitled under any statute or regulation applicable to the action involved.
- C. Costs of Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless MDEQ expressly authorizes them in the notice of suspension or termination or subsequently. Other Recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
1. The costs result from obligations which were properly incurred by the Recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancelable, and
 2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

17. Termination for Convenience

This agreement may be terminated in whole or in part as follows:

- A. By MDEQ with the consent of the Recipient in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of a partial termination, the portion to be terminated; or
- B. By the Recipient upon written notification to MDEQ, setting forth the reasons for such termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, if, in the case of a partial termination, MDEQ determines that the remaining portion of the award will not accomplish the purposes for which the award was made, MDEQ may terminate the award in its entirety under paragraph A. of this section.

18. Remedies

Unless otherwise provided in this agreement, all claims, counter-claims, disputes and other matters in question between MDEQ and the Recipient arising out of, or relating to, this agreement or the breach of it will be decided in a court of competent jurisdiction within the State of Mississippi. Before pleading to the Mississippi judicial system at any level, the Recipient must exhaust all administrative remedies in effect on the date the agreement giving rise to the dispute was executed.

The State of Mississippi, acting by and through the Mississippi Department of Environmental Quality, hereby offers assistance/amendment to **CITY OF HATTIESBURG** for all approved costs incurred up to and not exceeding **\$75,000.00** for the support of approved budget period effort described in application (including all application modifications) cited in this agreement for the **HOUSEHOLD HAZARDOUS WASTE COLLECTION PROJECT (TITLED PINE BELT AMNESTY DAY)**.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Gary C. Rikard
Executive Director

Date

CITY OF HATTIESBURG

Authorized Signature

Date

ATTACHMENT B

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

RELEASE OF CLAIMS

Agreement Number SWC498

WHEREAS, by the terms of the above-identified agreement entered into by the Mississippi Department of Environmental Quality and the Recipient, **CITY OF HATTIESBURG** it is provided that after completion of all work, and prior to final payment, the Recipient will furnish the Mississippi Department of Environmental Quality with a release of all claims;

NOW, THEREFORE, in consideration of the above premises and the payments by the Mississippi Department of Environmental Quality to the Recipient pursuant to the above referenced agreement, the sum of \$ _____, the Recipient hereby remises, releases, and forever discharges the Mississippi Department of Environmental Quality, its officers, agents, and employees, of and from all manner of debts, dues, liabilities, obligations, accounts, claims, and demands whatsoever, in law and equity, under or by virtue of the said agreement except:

CITY OF HATTIESBURG

Authorized Signature

ATTACHMENT A
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
ATTN: INVOICES
P. O. BOX 2369
JACKSON, MS 39225

REQUEST FOR PAYMENT

Name of Recipient _____ Grant Agreement No. _____
Address _____ Person preparing report: _____
_____ Telephone number: _____
_____ Request period: From _____ To _____

1. Amount of this payment request: \$ _____
2. Total amount of grant: \$ _____
3. Total prior payments approved: \$ _____
4. Total funds requested to date (*line 1 plus line 3*): \$ _____
5. Balance of grant funds remaining after this request (*line 2 minus line 4*) \$ _____

TO BE COMPLETED ONLY IF RECIPIENT IS PROVIDING FUNDS TO THE GRANT PROJECT.

6. Total funds to be contributed by recipient: \$ _____
7. Amount contributed by recipient to date: \$ _____
8. Balance to be contributed by recipient (*line 6 minus line 7*): \$ _____

I hereby certify that the amount requested is for reimbursement of allowable costs consistent with the terms of this agreement, that request for reimbursement of these costs has not previously been made, and that the amounts requested herein do not exceed budgeted amounts stipulated in the award.

NOTE: Please attach appropriate documentation that supports this payment request (for example, payroll records for Enforcement officer, billing records, volume of tires disposed, volume of solid wastes disposed, location of solid waste sites cleaned up).

Signature of Authorized Official

Typed Name and Title of Authorized Official

Date

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY ASSISTANCE AGREEMENT		ASSISTANCE ID NO. SWC498	
		DATE OF STAFF APPROVAL 02/14/2017	
AGREEMENT TYPE		RECIPIENT TYPE	
Cooperative Agreement		CITY	
Grant Agreement	X	TAX ID NO.	
Assistance Amendment			
RECIPIENT CITY OF HATTIESBURG P.O. BOX 1898 HATTIESBURG, MS 39403-1898	PROJECT MANAGER LINDSEY COLEMAN GRANT COORDINATOR		
ISSUING OFFICE MS DEPT. OF ENVIRONMENTAL QUALITY OFFICE OF POLLUTION CONTROL P.O. BOX 2261 JACKSON, MS 39225-2261	PROJECT MANAGER MARK WILLIAMS WASTE DIVISION		
ASSISTANCE PROGRAM LOCAL GOVERNMENT SOLID WASTE ASSISTANCE PROGRAM	STATUTORY AUTHORITY SECTION 17-17-65, MS CODE ANN.		
PROJECT TITLE AND DESCRIPTION HOUSEHOLD HAZARDOUS WASTE COLLECTION PROJECT (PINE BELT AMNESTY DAY)			
PROJECT LOCATION CITY HATTIESBURG AND PETAL COUNTY FORREST AND LAMAR STATE MS		PROJECT PERIOD The project period shall begin upon execution of the grant agreement by the Executive Director of MDEQ and end no later than JUNE 30, 2018	
		TOTAL PROJECT COST \$75,000.00	
FUNDS	Former Award	This Action	Amended Total
MDEQ Amount This Action (4050)		\$75,000.00	
Recipient Contribution			
Other Contribution			
Total Project Cost		\$75,000.00	
APPROVED BUDGET			
Personnel			
Indirect			
Travel			
Equipment & Related Installation Costs			
Supplies			
Contractual			
Construction			
Other		\$75,000.00	
Total Charges		\$75,000.00	
METHOD OF PAYMENT			
Advance			
Reimbursement	X		

SPECIAL TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENT
(Local Governments Solid Waste Assistance Grants Program)

1. Method of Payment

Reimbursement shall be the method of payment. The Recipient shall submit the completed Attachment A - Request for Payment form and additional documentation for verification of the service or work performed or the purchases made, prior to payment being issued by the Mississippi Department of Environmental Quality (MDEQ). The Request for Payment forms and supporting documentation generally will be submitted to MDEQ on a quarterly basis or as funds are otherwise expended and shall include a report of activities to date, (i.e., unauthorized dump sites cleaned, wastes disposed, HHW collected, hours worked, etc.). The Recipient shall submit a Request for Payment for eligible program activities performed through June 30 of each year (the end of the state fiscal year) no later than July 31 of that year. All requests for payment related to this grant agreement shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant agreement after which time, the grant agreement will be considered closed and funds will no longer be available to the Recipient. Funds utilized and/or disbursed under this grant award shall be consistent with the Recipient's approved grant application, incorporated herein by reference. This clause shall supersede Clause 5, Method of Payment of the Standard Terms and Conditions.

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- a) Name, address, telephone number, fax number, and, e-mail address for the enforcement

officer(s);

- b) Detailed description of the duties and responsibilities for the enforcement officer(s).

Should the enforcement officer(s) be replaced or should the officer's information change, the Recipient shall provide an update to the information described above upon selection of the replacement or upon change in the information.

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The workplan (grant application) constitutes the Recipient's and MDEQ's commitment to accomplish the program goals and objectives. MDEQ's review and evaluation of performance under this agreement and MDEQ's response to the findings of oversight will be carried out in accordance with the stated policies.

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The Recipient commits to expend the funds awarded in this agreement and to complete the funded project in accordance with the workplan included in this grant application (workplan) and incorporated into this agreement by reference.

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MDEQ requires that Recipients have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every grant dollar from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are vendor invoices, bills of lading, payment vouchers, payrolls, bank statements and reconciliations.

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Pursuant to satisfactory completion of the work performed under this agreement as may be determined by final inspection, and as a condition before final payment under this agreement or as termination settlement under this agreement, the Recipient shall execute and deliver to MDEQ a release of all claims against MDEQ arising under, or by virtue of, this agreement, except claims which are specifically exempted by the Recipient to be set forth therein. Such release is provided in Attachment B of this agreement. Unless otherwise provided in this agreement, by state law, or expressly agreed to by the parties in this agreement, final payment under this agreement or settlement upon termination of this agreement shall not constitute waiver of MDEQ's claims against the Recipient or his sureties under this agreement or applicable performance and payment of bonds.

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Recipient shall comply with purchasing guidelines established in 31-7-13 of the Mississippi Code in the procurement of commodities and services.

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Recipient will ensure that its best efforts will be used in making available to minority businesses a minimum of 5% of the grant funds that may be expended as necessary in obtaining any supplies, construction, equipment, or services in completing the project detailed in the Workplan.

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- A. If MDEQ finds, after a notice and hearing, that the Recipient or any of the Recipient's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any employee, official or agent of MDEQ, the state agency providing funds used in this agreement in an attempt to secure a agreement or favorable treatment in awarding, amending or making any determination related to the performance of this agreement, MDEQ may, by written notice to the Recipient, terminate this agreement. MDEQ may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts on which MDEQ bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this agreement.
- B. In the event this agreement is terminated as provided in paragraph A., MDEQ may pursue the same remedies against the Recipient as it could pursue in the event of a breach of the agreement by the Recipient, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by MDEQ) which shall be not less than three nor more than ten times the costs the Recipient incurs in providing any such gratuities to such officer or employee.

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- A. Recipient may publish results of its participation pursuant to this agreement after prior review by and consent by MDEQ's Project Manager provided that (1) such publications acknowledge that the program is supported by funds granted by MDEQ, and (2) that one (1) copy of the publication is furnished to MDEQ.
- B. Recipient shall use its best efforts to ensure that any publicity received by the Recipient as a result of the work funded by this agreement shall acknowledge that the program is supported by funds granted by MDEQ.

14. Hold Harmless for Personnel Claims

To the extent permitted by Mississippi law, recipient agrees to indemnify, save and hold harmless the Mississippi Commission on Environmental Quality, MDEQ and the state of Mississippi, as well as their employees, from and against any and all losses, claims, debts, demands, damages, suits or actions at law, judgments, and costs, including attorney's fees, or expenses on the part of MDEQ or MDEQ's agents or employees arising out of or attributable

to work performed under this agreement or the use of facilities or equipment provided to Recipient under the terms of this agreement.

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The Recipient certifies that:

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- B. It is not presently debarred, suspended, proposed for debarment, declared ineligible from participating in government projects; has not within a three year period preceding this application been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing public transactions; has not within a three year period preceding this proposal been convicted of violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and has not within a three year period preceding this application had one or more public transactions terminated for default.
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- A. If a Recipient materially fails to comply with any term of an award, whether stated in Federal and State statute or regulation, an assurance, in a State plan or application, a notice of an award, or elsewhere, MDEQ may take one or more of the following actions, as appropriate in the circumstances:
 - 1. Temporarily withholding payments pending correction of the deficiency by the Recipient or more severe enforcement by MDEQ;

2. Disallow (that is deny both use of funds and matching credit for) all or part of the cost of the activity of action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the Recipient's program.
 4. Withhold further awards for the program, or
 5. Take other remedies that may be legally available.
- B. In taking an enforcement action, MDEQ will provide the Recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient is entitled under any statute or regulation applicable to the action involved.
- C. Costs of Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless MDEQ expressly authorizes them in the notice of suspension or termination or subsequently. Other Recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
1. The costs result from obligations which were properly incurred by the Recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancelable, and
 2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

17. Termination for Convenience

This agreement may be terminated in whole or in part as follows:

- A. By MDEQ with the consent of the Recipient in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of a partial termination, the portion to be terminated; or
- B. By the Recipient upon written notification to MDEQ, setting forth the reasons for such termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, if, in the case of a partial termination, MDEQ determines that the remaining portion of the award will not accomplish the purposes for which the award was made, MDEQ may terminate the award in its entirety under paragraph A. of this section.

18. Remedies

Unless otherwise provided in this agreement, all claims, counter-claims, disputes and other matters in question between MDEQ and the Recipient arising out of, or relating to, this agreement or the breach of it will be decided in a court of competent jurisdiction within the State of Mississippi. Before pleading to the Mississippi judicial system at any level, the Recipient must exhaust all administrative remedies in effect on the date the agreement giving rise to the dispute was executed.

The State of Mississippi, acting by and through the Mississippi Department of Environmental Quality, hereby offers assistance/amendment to **CITY OF HATTIESBURG** for all approved costs incurred up to and not exceeding **\$75,000.00** for the support of approved budget period effort described in application (including all application modifications) cited in this agreement for the **HOUSEHOLD HAZARDOUS WASTE COLLECTION PROJECT (TITLED PINE BELT AMNESTY DAY)**.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Gary C. Rikard
Executive Director

Date

CITY OF HATTIESBURG

Authorized Signature

Date

ATTACHMENT B

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

RELEASE OF CLAIMS

Agreement Number **SWC498**

WHEREAS, by the terms of the above-identified agreement entered into by the Mississippi Department of Environmental Quality and the Recipient, **CITY OF HATTIESBURG** it is provided that after completion of all work, and prior to final payment, the Recipient will furnish the Mississippi Department of Environmental Quality with a release of all claims;

NOW, THEREFORE, in consideration of the above premises and the payments by the Mississippi Department of Environmental Quality to the Recipient pursuant to the above referenced agreement, the sum of \$ _____, the Recipient hereby remises, releases, and forever discharges the Mississippi Department of Environmental Quality, its officers, agents, and employees, of and from all manner of debts, dues, liabilities, obligations, accounts, claims, and demands whatsoever, in law and equity, under or by virtue of the said agreement except:

CITY OF HATTIESBURG

Authorized Signature

ATTACHMENT A
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
ATTN: INVOICES
P. O. BOX 2369
JACKSON, MS 39225

REQUEST FOR PAYMENT

Name of Recipient _____ Grant Agreement No. _____
Address _____ Person preparing report: _____
_____ Telephone number: _____
_____ Request period: From _____ To _____

1. Amount of this payment request: \$ _____
2. Total amount of grant: \$ _____
3. Total prior payments approved: \$ _____
4. Total funds requested to date (*line 1 plus line 3*): \$ _____
5. Balance of grant funds remaining after this request (*line 2 minus line 4*) \$ _____

TO BE COMPLETED ONLY IF RECIPIENT IS PROVIDING FUNDS TO THE GRANT PROJECT.

6. Total funds to be contributed by recipient: \$ _____
7. Amount contributed by recipient to date: \$ _____
8. Balance to be contributed by recipient (*line 6 minus line 7*): \$ _____

I hereby certify that the amount requested is for reimbursement of allowable costs consistent with the terms of this agreement, that request for reimbursement of these costs has not previously been made, and that the amounts requested herein do not exceed budgeted amounts stipulated in the award.

NOTE: Please attach appropriate documentation that supports this payment request (for example, payroll records for Enforcement officer, billing records, volume of tires disposed, volume of solid wastes disposed, location of solid waste sites cleaned up.

Signature of Authorized Official

Typed Name and Title of Authorized Official

Date

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY ASSISTANCE AGREEMENT		ASSISTANCE ID NO. SWC498	
		DATE OF STAFF APPROVAL 02/14/2017	
AGREEMENT TYPE		RECIPIENT TYPE	
Cooperative Agreement		CITY	
Grant Agreement	X	TAX ID NO.	
Assistance Amendment			
RECIPIENT CITY OF HATTIESBURG P.O. BOX 1898 HATTIESBURG, MS 39403-1898	PROJECT MANAGER LINDSEY COLEMAN GRANT COORDINATOR		
ISSUING OFFICE MS DEPT. OF ENVIRONMENTAL QUALITY OFFICE OF POLLUTION CONTROL P.O. BOX 2261 JACKSON, MS 39225-2261	PROJECT MANAGER MARK WILLIAMS WASTE DIVISION		
ASSISTANCE PROGRAM LOCAL GOVERNMENT SOLID WASTE ASSISTANCE PROGRAM	STATUTORY AUTHORITY SECTION 17-17-65, MS CODE ANN.		
PROJECT TITLE AND DESCRIPTION HOUSEHOLD HAZARDOUS WASTE COLLECTION PROJECT (PINE BELT AMNESTY DAY)			
PROJECT LOCATION CITY HATTIESBURG AND PETAL COUNTY FORREST AND LAMAR STATE MS		PROJECT PERIOD The project period shall begin upon execution of the grant agreement by the Executive Director of MDEQ and end no later than JUNE 30, 2018	
		TOTAL PROJECT COST \$75,000.00	
FUNDS	Former Award	This Action	Amended Total
MDEQ Amount This Action (4050)		\$75,000.00	
Recipient Contribution			
Other Contribution			
Total Project Cost		\$75,000.00	
APPROVED BUDGET			
Personnel			
Indirect			
Travel			
Equipment & Related Installation Costs			
Supplies			
Contractual			
Construction			
Other		\$75,000.00	
Total Charges		\$75,000.00	
METHOD OF PAYMENT			
Advance			
Reimbursement	X		

**SPECIAL TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENT
(Local Governments Solid Waste Assistance Grants Program)**

1. Method of Payment

Reimbursement shall be the method of payment. The Recipient shall submit the completed Attachment A - Request for Payment form and additional documentation for verification of the service or work performed or the purchases made, prior to payment being issued by the Mississippi Department of Environmental Quality (MDEQ). The Request for Payment forms and supporting documentation generally will be submitted to MDEQ on a quarterly basis or as funds are otherwise expended and shall include a report of activities to date, (i.e., unauthorized dump sites cleaned, wastes disposed, HHW collected, hours worked, etc.). The Recipient shall submit a Request for Payment for eligible program activities performed through June 30 of each year (the end of the state fiscal year) no later than July 31 of that year. All requests for payment related to this grant agreement shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant agreement after which time, the grant agreement will be considered closed and funds will no longer be available to the Recipient. Funds utilized and/or disbursed under this grant award shall be consistent with the Recipient's approved grant application, incorporated herein by reference. This clause shall supersede Clause 5, Method of Payment of the Standard Terms and Conditions.

2. Grant Administration Costs

Under the terms of state law, the Recipient is eligible to use up to three percent (3%) of funds provided through this grant to defray the costs of administration of the grant. No Request for Payment will be processed for grant administration costs that total more than 3% of the grant award.

3. Clean-Up Projects - Responsible Party Obligations

For grant projects involving the clean-up or abatement of an unauthorized dump(s), the Recipient shall make a reasonable effort to determine the person(s) responsible for creating or causing the unauthorized dumping. If the responsible persons are determined, the Recipient shall make a reasonable effort to require that person to clean up the property before expending any funds from this grant award to clean up the property. If the Recipient is unable to locate the person responsible for creating the dump or if the Recipient determines that person is financially or otherwise incapable of cleaning up the property, the Recipient may use the funds from the grant award to clean-up the property. Upon completion of the clean-up and the determination of the costs of the clean-up, the Recipient shall make a reasonable effort to recover any funds expended from the responsible person.

4. Solid Waste Enforcement Officer Projects

For projects that involve the employment of a local solid waste enforcement officer, the Recipient agrees to provide MDEQ with the following information, upon the selection or designation of the enforcement officer:

- a) Name, address, telephone number, fax number, and, e-mail address for the enforcement

officer(s);

b) Detailed description of the duties and responsibilities for the enforcement officer(s).

Should the enforcement officer(s) be replaced or should the officer's information change, the Recipient shall provide an update to the information described above upon selection of the replacement or upon change in the information.

The Recipient further agrees that the enforcement officer shall be required to investigate local solid waste complaint related matters, which may be directed to the enforcement officer by MDEQ or through direct public complaints. The Recipient also agrees that the Recipient and the officer employed will adhere to the Local Solid Waste Enforcement Officers Duties and Procedures guidance document prescribed by MDEQ.

5. Household Hazardous Waste Collection Project (HHW)

For projects that involve conducting a household hazardous waste (HHW) collection event, the Recipient shall conduct the HHW project in accordance with Sections 17-17-439 through 17-17-445 and the Mississippi "Right-Way to Throw Away Program." The Recipient shall further provide to MDEQ a comprehensive summary report following the HHW collection day event which would include, at a minimum, the following:

- a) Description of the public notification efforts for the event;
- b) Amounts of waste collected, by type;
- c) Cost summary;
- d) Number of residents participating in the HHW collection day event.
- e) A summary of any special issues or needs identified in the event.

The Recipient shall ensure that all hazardous materials collected are managed and disposed by qualified contractor(s) who are properly licensed and approved by all applicable regulatory agencies to manage the hazardous materials.

6. Disposal of Wastes

The final disposal of solid wastes from the clean-up of unauthorized dumps or from other collection activities funded by this grant shall be conducted in accordance with existing solid waste disposal laws and regulations. The preferred method of disposal shall be the removal of the wastes to a legitimate recycling facility where feasible, to a permitted solid waste landfill, or to a permitted rubbish landfill, where appropriate. Other types of authorized disposal facilities may be considered on a case by case basis. In limited circumstances and where conditions warrant, the Recipient, upon concurrence from MDEQ, may abate an unauthorized dump by on-site burial of such wastes as allowed by state law. Such on-site burial of wastes shall be considered by MDEQ on a case-by-case and shall be limited to nonhazardous wastes.

STANDARD TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENTS

1. Work Plan

The workplan (grant application) constitutes the Recipient's and MDEQ's commitment to accomplish the program goals and objectives. MDEQ's review and evaluation of performance under this agreement and MDEQ's response to the findings of oversight will be carried out in accordance with the stated policies.

2. Expenditure Commitment

The Recipient commits to expend the funds awarded in this agreement and to complete the funded project in accordance with the workplan included in this grant application (workplan) and incorporated into this agreement by reference.

3. Financial Management

MDEQ requires that Recipients have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every grant dollar from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are vendor invoices, bills of lading, payment vouchers, payrolls, bank statements and reconciliations.

4. Audit: Access to Records

Recipient assures that it will give MDEQ, the Comptroller General of the United States, and the State of Mississippi, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives; and will retain all required records relating to this agreement for three years after project completion and all other pending matters are closed.

5. Method of Payment

Reimbursement shall be the preferred method of funding. Recipients shall be paid a predetermined sum for services/work performed. Recipient shall submit a Request for Payment, as provided in Attachment A, and additional documentation for verification of service/work performed prior to payment being issued. In special cases, funding advances may be allowed, subject to approval by MDEQ. Requests for Payment and applicable supporting documentation shall be submitted to MDEQ upon project completion. All requests for payments related to this grant shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant.

6. Final Payment

Pursuant to satisfactory completion of the work performed under this agreement as may be determined by final inspection, and as a condition before final payment under this agreement or as termination settlement under this agreement, the Recipient shall execute and deliver to MDEQ a release of all claims against MDEQ arising under, or by virtue of, this agreement, except claims which are specifically exempted by the Recipient to be set forth therein. Such release is provided in Attachment B of this agreement. Unless otherwise provided in this agreement, by state law, or expressly agreed to by the parties in this agreement, final payment under this agreement or settlement upon termination of this agreement shall not constitute waiver of MDEQ's claims against the Recipient or his sureties under this agreement or applicable performance and payment of bonds.

7. Procurement

Recipient shall comply with purchasing guidelines established in 31-7-13 of the Mississippi Code in the procurement of commodities and services.

8. Disadvantaged Businesses

Recipient will ensure that its best efforts will be used in making available to minority businesses a minimum of 5% of the grant funds that may be expended as necessary in obtaining any supplies, construction, equipment, or services in completing the project detailed in the Workplan.

9. Title to Real Property, Equipment and Supplies

Unless otherwise agreed to, title to any real property, equipment and supplies that may be acquired under this agreement shall vest upon acquisition in the Recipient. Real property, equipment and supplies shall be used by the Recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds.

10. Changes and Amendments

Changes may be made to the agreement in relation to the effective period of the agreement, the total amount of the agreement, budgetary categories associated with the funding of the agreement, and the work to be performed as defined in the work plan. Such changes shall be constructively made by way of a formal agreement amendment, which shall require written approval of the Executive Director of MDEQ prior to any such changes being made. Changes which affect the total amount of the agreement may also require prior approval by the Commission on Environmental Quality.

11. Recycled Paper

Recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to MDEQ.

12. Gratuities

- A. If MDEQ finds, after a notice and hearing, that the Recipient or any of the Recipient's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any employee, official or agent of MDEQ, the state agency providing funds used in this agreement in an attempt to secure a agreement or favorable treatment in awarding, amending or making any determination related to the performance of this agreement, MDEQ may, by written notice to the Recipient, terminate this agreement. MDEQ may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts on which MDEQ bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this agreement.
- B. In the event this agreement is terminated as provided in paragraph A., MDEQ may pursue the same remedies against the Recipient as it could pursue in the event of a breach of the agreement by the Recipient, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by MDEQ) which shall be not less than three nor more than ten times the costs the Recipient incurs in providing any such gratuities to such officer or employee.

13. Publication and Publicity

- A. Recipient may publish results of its participation pursuant to this agreement after prior review by and consent by MDEQ's Project Manager provided that (1) such publications acknowledge that the program is supported by funds granted by MDEQ, and (2) that one (1) copy of the publication is furnished to MDEQ.
- B. Recipient shall use its best efforts to ensure that any publicity received by the Recipient as a result of the work funded by this agreement shall acknowledge that the program is supported by funds granted by MDEQ.

14. Hold Harmless for Personnel Claims

To the extent permitted by Mississippi law, recipient agrees to indemnify, save and hold harmless the Mississippi Commission on Environmental Quality, MDEQ and the state of Mississippi, as well as their employees, from and against any and all losses, claims, debts, demands, damages, suits or actions at law, judgments, and costs, including attorney's fees, or expenses on the part of MDEQ or MDEQ's agents or employees arising out of or attributable

to work performed under this agreement or the use of facilities or equipment provided to Recipient under the terms of this agreement.

15. Assurances

The Recipient certifies that:

- A. It maintains the legal authority to apply for state assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in the grant application.
- B. It is not presently debarred, suspended, proposed for debarment, declared ineligible from participating in government projects; has not within a three year period preceding this application been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing public transactions; has not within a three year period preceding this proposal been convicted of violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and has not within a three year period preceding this application had one or more public transactions terminated for default.
- C. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D. It will comply with all applicable requirements or State and Federal laws, executive orders, regulations and policies governing this program.
- E. The Recipient shall maintain current permits and approvals necessary from applicable regulatory agencies to carry out the project/program activities.

16. Enforcement

- A. If a Recipient materially fails to comply with any term of an award, whether stated in Federal and State statute or regulation, an assurance, in a State plan or application, a notice of an award, or elsewhere, MDEQ may take one or more of the following actions, as appropriate in the circumstances:
 - 1. Temporarily withholding payments pending correction of the deficiency by the Recipient or more severe enforcement by MDEQ;

2. Disallow (that is deny both use of funds and matching credit for) all or part of the cost of the activity of action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the Recipient's program.
 4. Withhold further awards for the program, or
 5. Take other remedies that may be legally available.
- B. In taking an enforcement action, MDEQ will provide the Recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient is entitled under any statute or regulation applicable to the action involved.
- C. Costs of Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless MDEQ expressly authorizes them in the notice of suspension or termination or subsequently. Other Recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
1. The costs result from obligations which were properly incurred by the Recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancelable, and
 2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

17. Termination for Convenience

This agreement may be terminated in whole or in part as follows:

- A. By MDEQ with the consent of the Recipient in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of a partial termination, the portion to be terminated; or
- B. By the Recipient upon written notification to MDEQ, setting forth the reasons for such termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, if, in the case of a partial termination, MDEQ determines that the remaining portion of the award will not accomplish the purposes for which the award was made, MDEQ may terminate the award in its entirety under paragraph A. of this section.

18. Remedies

Unless otherwise provided in this agreement, all claims, counter-claims, disputes and other matters in question between MDEQ and the Recipient arising out of, or relating to, this agreement or the breach of it will be decided in a court of competent jurisdiction within the State of Mississippi. Before pleading to the Mississippi judicial system at any level, the Recipient must exhaust all administrative remedies in effect on the date the agreement giving rise to the dispute was executed.

The State of Mississippi, acting by and through the Mississippi Department of Environmental Quality, hereby offers assistance/amendment to **CITY OF HATTIESBURG** for all approved costs incurred up to and not exceeding **\$75,000.00** for the support of approved budget period effort described in application (including all application modifications) cited in this agreement for the **HOUSEHOLD HAZARDOUS WASTE COLLECTION PROJECT (TITLED PINE BELT AMNESTY DAY)**.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Gary C. Rikard
Executive Director

Date

CITY OF HATTIESBURG

Authorized Signature

Date

ATTACHMENT B

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

RELEASE OF CLAIMS

Agreement Number SWC498

WHEREAS, by the terms of the above-identified agreement entered into by the Mississippi Department of Environmental Quality and the Recipient, **CITY OF HATTIESBURG** it is provided that after completion of all work, and prior to final payment, the Recipient will furnish the Mississippi Department of Environmental Quality with a release of all claims;

NOW, THEREFORE, in consideration of the above premises and the payments by the Mississippi Department of Environmental Quality to the Recipient pursuant to the above referenced agreement, the sum of \$ _____, the Recipient hereby remises, releases, and forever discharges the Mississippi Department of Environmental Quality, its officers, agents, and employees, of and from all manner of debts, dues, liabilities, obligations, accounts, claims, and demands whatsoever, in law and equity, under or by virtue of the said agreement except:

CITY OF HATTIESBURG

Authorized Signature

ATTACHMENT A
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
ATTN: INVOICES
P. O. BOX 2369
JACKSON, MS 39225

REQUEST FOR PAYMENT

Name of Recipient _____ Grant Agreement No. _____
Address _____ Person preparing report: _____
_____ Telephone number: _____
_____ Request period: From _____ To _____

1. Amount of this payment request: \$ _____
2. Total amount of grant: \$ _____
3. Total prior payments approved: \$ _____
4. Total funds requested to date (*line 1 plus line 3*): \$ _____
5. Balance of grant funds remaining after this request (*line 2 minus line 4*) \$ _____

TO BE COMPLETED ONLY IF RECIPIENT IS PROVIDING FUNDS TO THE GRANT PROJECT.

6. Total funds to be contributed by recipient: \$ _____
7. Amount contributed by recipient to date: \$ _____
8. Balance to be contributed by recipient (*line 6 minus line 7*): \$ _____

I hereby certify that the amount requested is for reimbursement of allowable costs consistent with the terms of this agreement, that request for reimbursement of these costs has not previously been made, and that the amounts requested herein do not exceed budgeted amounts stipulated in the award.

NOTE: Please attach appropriate documentation that supports this payment request (for example, payroll records for Enforcement officer, billing records, volume of tires disposed, volume of solid wastes disposed, location of solid waste sites cleaned up.

Signature of Authorized Official

Typed Name and Title of Authorized Official

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

Mary Dryden

Council - Ward 5

Henry Naylor

Sept 9, 2016

Avekela Moore
Solid Waste Division
MS Dept. of Environmental Quality
P.O. Box 2261
Jackson, MS 39225-2261

Dear Ms. Moore,

Enclosed you will find an application for 2016 Solid Waste Assistance Grant to sponsor a *Household Hazardous Waste "Right Way to Throw Away Day"* event . This application is on behalf of the Pinebelt Stormwater Committee a partnership made up of the following jurisdictions:

- City of Hattiesburg
- Forrest County
- City of Petal
- Lamar County
- University of Southern Mississippi

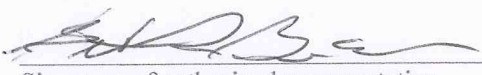
The event is tentatively scheduled to be held in the spring (April/May) of 2017 at the Bobbie Chain Municipal Airport in Hattiesburg and the Lamar County Multipurpose Facility in Purvis.

Sincerely,

Brett R. Benson, Grant Coordinator

Cc: LaKeylah White, Director Department of Federal and State Programs
Ann Jones, Gen Mgr, DPR
Sharon Waites, Chief Financial Officer
Lisa Hanson, Comptroller

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
GRANT APPLICATION
PART 1. GENERAL INFORMATION**

1. Name of Applicant City of Hattiesburg
2. Address of Applicant POB 1898
City Hattiesburg State MS Zip 39403-1898
3. Telephone No. of Applicant 601-545-4501
4. Contact Person Brett R. Benson
5. Address of Contact Person (if different than applicant) _____
City _____ State _____ Zip _____
6. Telephone No. of Contact Person 601-554-1014
7. Email Address of Contact Person grntwtr@hattiesburgms.com
8. Grant Request Category:
☒ a. Local Government Solid Waste Assistance Grant (attach Part 2a)
Competitive grant request ☒ Non-Competitive grant request _____
_____ b. Local Government Solid Waste Planning Grant (attach Part 2c)
_____ c. Local Government Waste Tire Grant (attach Part 2b)
9. Descriptive Title of Project/Program Pinebelt Amnesty Day
10. Describe the geographic area which the project/program will serve including the population to be served and list all political subdivisions to be served (e.g. counties, cities, etc.):
City of Hattiesburg, City of Petal, Forrest County, Lamar County
11. Is applicant in violation of or delinquent on, any condition of a previously awarded grant or loan from the MDEQ?
_____ yes ☒ no (If yes, please attach an explanation)
12. Certification
- To the best of my knowledge and belief, I certify that the information provided in this application including attachments is true, accurate, and correct. I further certify that I possess the authority to apply for this grant on behalf of the applicant.
- Brett R. Benson
Name of authorized representative (Please type or print)
- Grant Coordinator
Title of authorized representative (Please type or print)
- 
Signature of authorized representative
- 9 Sept 2016
Date

SOLID WASTE ASSISTANCE GRANT REQUEST

PART 2a

1. Grant Applicant: City of Hattiesburg
2. Please check one or more of the following activities which the applicant intends to conduct with the requested funds and include an estimate of the total funds needed to conduct the activity. Also, attach a more detailed proposed breakdown of how the funds will be used, such as costs for construction, equipment, personnel, administration, etc., (Note that no more than 3% of the funds may be used for administration of the grant.)

Funds Requested

- | | | |
|-------------------------------------|---|------------------|
| ☐ | A. Cleanup of existing and/or future unauthorized dumps on public or private property | \$ _____ |
| ☐ | B. Establishment of a collection center or program for white goods, recyclables or other bulky rubbish waste not managed by local residential solid waste collection programs | \$ _____ |
| ☐ | C. Provision of public notice and education related to the proper management of solid waste, including recycling | \$ _____ |
| ☒ | D. Payment of the costs of employing a local solid waste enforcement officer (Complete Supplemental Part 3) | \$ <u>75,000</u> |
| ☐ | E. Payment of a maximum of seventy-five percent (75%) of the cost of conducting household hazardous waste collection programs. | \$ _____ |
| ☐ | F. Development of other local solid waste management program activities associated with the prevention, enforcement or abatement of unauthorized dumps, as approved by the commission | \$ _____ |

TOTAL FUNDS REQUESTED \$ 75,000

3. Please attach a narrative description for each part of Section 2 checked above, indicating how the applicant proposes to conduct the activities with the funds requested.
- If the activity includes Section 2.A., the description must identify the primary solid waste management facilities that will be utilized to ensure proper management of all solid wastes. The description must also identify the person or office that will be responsible for making a reasonable effort to require any known person(s) responsible for creating an unauthorized dump to clean up the property before the applicant expends money from the grant funds to do so and the person or office that will be responsible on behalf of the applicant for making a reasonable effort to recover from the responsible person any funds expended by the applicant.
 - If the activity includes Section 2.B., the description should identify the location of any proposed collection center, if known, and any other primary solid waste management facilities that will be utilized to ensure proper management of all collected items.
 - If the activity includes Section 2.D., applicant must submit Part 3: Enforcement Officer Supplemental Grant Request form.
 - If the activity includes Section 2.E., the project shall be conducted in accordance with the Mississippi "Right-Way -To-Throw-Away Program" Regulations.

Mississippi Department of Environmental Quality
Solid Waste Policy, Planning & Grants Branch
P. O. Box 2261, Jackson, MS 39225
Phone: 601-961-5171/Fax: 601-961-5785

Attachment

Household Hazardous Waste Grant Application

1. PROJECT NARRATIVE:

The City of Hattiesburg, City of Petal, Forrest County, Lamar County and University of Southern Mississippi are seeking funds to implement its *Pinebelt Right-Way-to-Throw-Away Day 2016* program to collect household hazardous waste in the Spring of 2017 on a Saturday from 8 a.m. to 2 p.m.

According to the last year's response it is clear the presence of MDEQ external funding is mandatory to complete the event successfully as public response and interest has grown and continues throughout the year. *See attached brochure and graphs for further information.*

The Pinebelt Stormwater Committee will again sponsor the event, and the service area will include the City of Hattiesburg, City of Petal, University of Southern Mississippi, Forrest County and Lamar County. Hattiesburg will again act as applicant and administrator for the grant. We again expect a significant number of visitors from Perry County, Stone County and Pearl River County. The population for the Metropolitan Statistical Area that the partnership represents is 144,000 according to census.gov 2009 estimates. Population figures for the applicant entities based upon the following 2009 Census estimates are; Forrest County – 81,078 and includes the cities of Hattiesburg (53,553) and Petal (10,802); Lamar County – 49,180. In addition the University of Southern Mississippi is home to almost 15,000 students.

Public education of the event will occur through press releases to the media and through Public Service Announcements (PSA) that will be in cooperation with the *Keep Hattiesburg Beautiful* and local *Keep Mississippi Beautiful* campaigns. Since the first *Hattiesburg Right Way to Throw Away Day* in 1997 the number of vehicles bringing goods for proper disposal has steadily increased. In 2007 Hattiesburg partnered with Forrest County, Lamar County, City of Petal and University of Southern Mississippi to hold our area's first multi-jurisdictional Hazardous Household Amnesty Day event.

We continually receive calls requesting us to hold the event again and we will be pursuing the possibility of establishing a permanent collection site in the future.

2. PROJECT BUDGET:

The 2016 proposed budget for this project is \$160,000. The figures are based on the costs of the 2014 HHW event. Our largest expense continues to be for contractor removal of the HHW. For grant purposes the major estimated expenditures are as follows:

MDEQ Funding	\$75,000
Local HHW match funding	\$25,000
Additional local partner funding	<u>\$60,000</u>
Total	\$160,000

Project Budget cont.

PROJECT EXPENSES BREAKDOWN:

PERSONNEL: \$ 23,000

SUPPLIES: \$ 7,000

- SAFETY GEAR FOR VOLUNTEERS
- PUBLICITY FOR EVENT
 - NEWSPAPER ADS
 - RADIO ADS
 - TELEVISION ADS
 - PRESS RELEASES
- PORTABLE TOILETS FOR EVENT
- VOLUNTEER CARE BOOTHS
 - POTABLE WATER
 - EMERGENCY MEDICAL SERVICES
- PRINTING
- EVENT ADMINISTRATION SUPPLIES
 - PAPER
 - COPYING
 - OFFICE SUPPLIES

CONTRACTUAL SERVICES \$130,000 based on 2014 figures

TOTAL \$160,000

*(\$75,000 (47%) MDEQ + \$85,000 (53%) local contribution / split
by participating jurisdictions)*

3. 25% Local Match

The City of Hattiesburg, City of Petal, University of Southern Mississippi, Forrest County and Lamar County understand that the applicant of this grant is expected to provide a local match of at least twenty-five (25) percent of the grant. The City of Hattiesburg and its co-sponsors agree to provide staff, facilities and other assistance that will meet or exceed the grant requirements. Each jurisdiction has set aside funds for this annual event in their General Fund budget. If costs remain current the MDEQ award will provide only 47% of the project cost. Previous grant cycles have shown that the grant covers only about 50 percent of the event cost. The coalition recommends that MDEQ Solid Waste makes every effort to seek additional funding to make available to future grant recipients.

4. Intergovernmental Agreements: Not applicable to this grant agreement.



City of Hattiesburg, MS

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

FILE NUMBER: 2017-277

MEETING DATE: 03/07/2017

MINUTE BOOK NUMBER:

Brief Title: Authorize Mayor to enter into a Rental Agreement b

Title: Authorize Mayor to enter into a Rental Agreement between the City and R J Young Company for a Canon IR C5540i copier located in the Hattiesburg Police Department Administration, in an amount not to exceed \$253.00 per month for 48 months.

Type: Action Item

Drafter: Tammy Leggett

In Control: City Council

Reference:

Attachments: R J Young Rental Agreement, Rental Agreement - R J Young, Rental Agreement Memorandum

File Created: 02/28/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File



Your productivity is our mission.

Sales Proposal

HATTIESBURG POLICE DEPARTMENT
ADMINISTRATION

BUDDY WADE
601-408-1899



BUDDY WADE
d: 601-705-1205

CANON STATE CONTRACT: #8200024359

PROPOSED SOLUTION: CANON IR C5540i DIGITAL COLOR COPIER
With
AUTOMATIC DOCUMENT FEEDER
40 COPIES PER MINUTE/ BLACK AND COLOR
2 PAPER TRAYS PLUS BYPASS
INTERNAL STAPLE FINISHER
FAX BOARD
PCL AND POSTSCRIPT PRINTING
SCANNING

48 MONTH STATE RENTAL AGREEMENT : \$ 253.00* PER MONTH

*RENTAL AGREEMENT INCLUDES EQUIPMENT, SERVICE, AND TONER FOR:
6,000 BLACK/WHITE COPIES PER MONTH (overage at \$.0092)
500 COLOR COPIES PER MONTH (overage at \$.0507)
OVERAGE RECONCILED QUARTERLY.

PRICES ARE LOCKED IN FOR THE TERM OF THE AGREEMENT.

PLEASE FEEL FREE TO GIVE ME A CALL IF YOU NEED ADDITIONAL INFORMATION.

BUDDY WADE
601-408-1899
RJ YOUNG CO.

Your productivity is our mission.

**RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS**

(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between

CITY OF HATTIESBURG

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

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

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

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

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

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

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

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

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

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

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

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

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

8. PAYMENTS:

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

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

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

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

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

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

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

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

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

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

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

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

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

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

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

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

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

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

For the Vendor:

For the Customer:

Rep Name

Customer Name

Title

Title

Address

Address

City, State, & Zip

City, State, & Zip

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness my signature this the

Vendor: RJ Young Company

By: Buddy Wade
Authorized Signature

Printed Name: Buddy Wade

Title: Account Representative

Witness my signature this the

Customer: CITY OF HATTIESBURG

By: X
Authorized Signature

Printed Name: X

Title: X

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

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

Vendor Name: RJ Young Company

Company Name: CITY OF HATTIESBURG- POLICE DEPARTMENT ADMININISTRATION

Bill To Address: 300 KLONDYKE ST., HATTIESBURG, MS. 39401

Ship To Address: SAME

Description of Equipment, Software, or Services

CANON IRC 5540I DIGITAL COLOR COPIER \$253.00* per month

With Auto Document Feeder, Internal Staple Sorter, Fax Board , Cabinet

*Rental Price includes: all parts, labor and toner to cover 6,000 black copies and 500 color copies per month.

Overage will be billed quarterly at \$.0092 for black and \$.0507 for color.

Delivery Schedule and Installation Date: As soon as possible

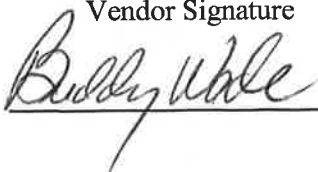
Rental Term: 48 MONTHS

Start Date:

End Date:

Canon State of MS Contract # 8200024359

Vendor Signature

_____

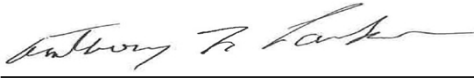
Customer Signature

_____

MEMORANDUM

To: Mayor and Council

From: Chief Anthony Parker



Date: February 28, 2017

Re: **Rental Agreement**

This memo is to request authority to enter into a rental agreement for a Canon IR C5540i Digital Color copier in the amount of \$253.00 per month for 48 months with R J Young Company that will be located in the Hattiesburg Police Department Administration. This agreement will be for the period beginning March 2017 and ending March 2019.

Thank you for your consideration, and please let me know if you need anything further.

AP/tl

Enclosure



Your productivity is our mission.

Sales Proposal

HATTIESBURG MUNICIPAL COURT

BUDDY WADE
601-408-1899



BUDDY WADE

d: 601-705-1205

c: 601-408-1899

e: buddy.wade@rjyoung.com

CANON STATE CONTRACT: 8200024359

PROPOSED SOLUTION: CANON IR C3330i DIGITAL COLOR COPIER
With AUTOMATIC DOCUMENT FEEDER (100 SHEET)
4 PAPER TRAYS (cassette feeding unit)
UP TO 11X17 COPYING
INNER FINISHER
FAX MODULE
PRINT / SCAN

MISSISSIPPI STATE RENTAL: \$168.00* PER MONTH FOR 48 MONTHS

MONTHLY RENTAL INCLUDES ALL PARTS, LABOR AND TONER FOR 3,000
BLACK COPIES PER MONTH... COLOR COPIES BILLED IN ARREARS.

OVERAGE BILLED QUARTERLY AT:

BLACK COPIES @ \$.0081

COLOR COPIES @ \$.0410

PRICES ARE LOCKED IN FOR THE TERM OF THE AGREEMENT.

PLEASE FEEL FREE TO GIVE ME A CALL IF YOU NEED ADDITIONAL INFORMATION.

BUDDY WADE
601-408-1899

Your productivity is our mission.



City of Hattiesburg, MS

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

FILE NUMBER: 2017-273

MEETING DATE: 03/07/2017

MINUTE BOOK NUMBER:

Brief Title: Approve the sale of Grave spaces, per attached mem

<u>Title:</u> Approve the sale of Grave spaces, per attached memo.

Type: Action Item

Drafter: Deborah Bourne

In Control: City Council

Reference:

Attachments: Grave Memo, Deeds, Grave Receipts

File Created: 02/27/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

Turned in 2/15/2017
DB

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: February 15, 2017

The following represents the grave spaces sold on February 15, 2017

Robin Zepeda

(1) Space \$ 175.00

North Half (N1/2) of the Southwest Quarter (SW ¼)

Lot 110, Section 37, Highland Cemetery

Billy & Marty Jones

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 74, Section 35, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: February 23, 2017

The following represents the grave spaces sold on February 23, 2017

Dorothy Bridges

(1) Space \$ 175.00

East Half (E1/2) of the Southwest Quarter (SW1/4)

Lot 94, Section 29, Highland Cemetery

Michael Henderson

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 11, Section 35, Highland Cemetery

Joseph Jerome Mobley

(1) Space \$ 175.00

South Half (S1/2) of the Southwest Quarter (SW1/4)

Lot 75, Section 24, Highland Cemetery

Patrica Ann Odom

(2) Spaces \$ 350.00

Northeast Quarter (NE1/4)

Lot 141, Section 18, Highland Cemetery

Hubert A. Smeltzer

(3) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 49, Section 36, Highland Cemetery

Hamilton, & Jane Prestridge

(3) (2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 30, Section 37, Highland Cemetery

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Dorothy Bridges, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Southwest Quarter (SW ¼)

Lot 94

Section 29

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of March, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the foregoing instrument as their free and voluntary act and deed.

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Michael Henderson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¹/₄)

Lot Number 11 Section Number 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of March, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of March, 2017

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Joseph Jerome Mobley, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW ¼)

Lot 75

Section 24

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of March, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Patrica Ann Odom, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¹/₄)

Lot Number 141 Section Number 18

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of March, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of March, 2017

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Hubert A. Smeltzer, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¹/₄)

Lot Number 49 Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of March, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of March, 2017

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Hamilton & Jane Prestridge, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 30 Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of March, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of March, 2017

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Robin Zepeda, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW ¼)

Lot 110

Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of March, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Billy & Mary Jones, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE $\frac{1}{4}$)

Lot Number 74 Section Number 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of March, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of March, 2017

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., February 15 2017

SOLD TO:

Mr.. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

E SW $\frac{1}{2}$ Lot No. 94 Section No. 29 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., February 21 2017

SOLD TO:

Mr.. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

S SW $\frac{1}{2}$ Lot No. 75 Section No. 24 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$ 175.00

ck # 3915

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., February 22 2017

SOLD TO:

Mr.. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

- SW $\frac{1}{2}$ Lot No. 11 Section No. 35 in Highland Cemetery

Number of grave spaces 2

Price per grave space \$ 175.00

Price Received \$ 350.00

ck # 234

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-15- 2017

SOLD TO:

Mr.. Mrs. Miss Hubert A Smeltzer

ADDRESS 205 Bay Street Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

SW 1/2 Lot No. 49 Section No. 36 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

ck # 2365

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss. February 15 2017

SOLD TO:

Mr.. Mrs. Miss Hamilton & Jane Prestridge

ADDRESS 205 Bay St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

SE 1/2 Lot No. 30 Section No. 37 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

ck # 139

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

mailed
300 Porter Ave.
Ocean Springs,
MS
39564

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss. February 21 2017

SOLD TO:

Mr.. Mrs. Miss Patricia Ann Odom

ADDRESS 156 Somerset Drive Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

NE 1/2 Lot No. 141 Section No. 18 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

ck # 2015

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

Mail to:
15 Slade Rd.
Purvis, MS 39475

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-13- 20 17

SOLD TO:

Mr.. Mrs. Miss Robin Zepeda
ADDRESS 3401 W. 7th St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 110 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

ck # 1159

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Brune
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., February 14 20 17

SOLD TO:

Mr.. Mrs. Miss Billy & Mary Jones
ADDRESS 3203 Luper Drive, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

SE 1/4 Lot No. 74 Section No. 35 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

ck # 6511

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Brune
Supt. of City Cemeteries



City of Hattiesburg, MS

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

FILE NUMBER: 2017-268

MEETING DATE: 03/07/2017

MINUTE BOOK NUMBER:

Brief Title: Approve and authorize issuance of manual check for

Title: Approve and authorize issuance of manual check for HOME Program Claim per the attached memorandum. {Entitlement HOME}

Type: Action Item

Drafter: Clarence Williams

In Control: City Council

Reference: La'Keylah White

Attachments: Community Connections Final Payment

File Created: 02/24/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: La'Keylah White
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for HOME Program Claims

DATE: March 7, 2017

Recipient:

Activity:

Program:

Project Site:

Amount Requested:

Purpose of Request:

Work Provided by:

Community Connections, Inc.

New Construction Development costs

HOME

516 Barkley Road

\$3,000.00

Developer's Fee Payment Request 2nd & Final

Community Connections, Inc.

Recipient:

Activity:

Program:

Project Site:

Amount Requested:

Purpose of Request:

Work Provided by:

Community Connections, Inc.

New Construction Development costs

HOME

516 Barkley Road

\$11,212.29

Payment Request Final

**Carlos Parker, Surplus Warehouse; Economy
Supply**

REQUEST FOR FUNDS FORM-DEVELOPER'S FEE

CHDO Name: Community Connections Inc Prepared by: Donna A. Ali

Contact Phone Number: 601-261-0820 Contract Date: _____

Payment Request Number: 002 CHDO Activity: 516 Barkley Rd. Hattiesburg

Estimated percentage (%) complete: 90%

Request for reimbursement of expense incurred between 12/02/2016 and 02/10/2017.

Funds requested are for (check the appropriate choice)

☐ CHDO Developer Fee	☐ Operating Cost	☒ New Construction Development Cost	☐ Rehabilitation Development Cost
--	---	--	---

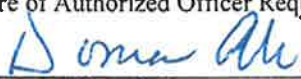
Payment Request Breakdown (See Attachment A for Continuation of Breakdown Request)

Item Description	Amount requested
Developer Fee-Draw #002	\$3,000.00

Project Cost Breakdown

HOME funds		Other project funds	
<i>This section to be completed by Developer</i>		<i>This section to be completed by Developer</i>	
Total Amount Requested for this Draw	3,000.00	Total Amount Requested for this Draw	3,000.00
<i>This section to be completed by City</i>			
Original Contract Amount	\$	Original Contract Amounts	\$108,000.00
Total Change order amounts	\$	Total Change order amounts	-0-
Prior payments to date	\$	Prior payments to date	
Contract balance	\$	Contract balances	
Total amount approved	\$	Total amounts approved	
10% withheld	\$	% withheld if any	
This Payment Amount	\$	Actual payment amounts	
New Contract balance	\$	New Contract balances	
Total retainage held to date	\$	Total retainage held to date	

Authorized Signatures

Signature of Authorized Officer Requesting Funds 	Print Name Donna Ali Executive Director	Date 2/13/2017
Signature of City Housing Specialist 	Print Name Robert Jones 	Date 02/23/17
Signature of City Official Approving Disbursement 	Print Name Clarence Williams	Date 02/23/17

REQUEST FOR FUNDS FORM

CHDO Name: Community Connections Inc Prepared by: Donna A. Ali

Contact Phone Number: 601-261-0820 Contract Date: _____

Payment Request Number: 006 CHDO Activity: 516 Barkley Rd. Hattiesburg

Estimated percentage (%) complete: 100%

Request for reimbursement of expense incurred between 12/01/2016 and 02/10/2017.

Funds requested are for (check the appropriate choice)

☐ CHDO Developer Fee	☐ Operating Cost	☒ New Construction Development Cost	☐ Rehabilitation Development Cost
--	---	--	---

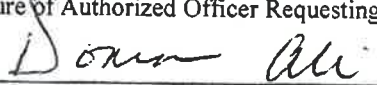
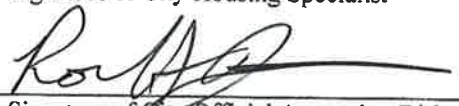
Payment Request Breakdown (See Attachment A for Continuation of Breakdown Request)

Item Description	Amount requested
See Attached	

Project Cost Breakdown

HOME funds		Other project funds	
<i>This section to be completed by Developer</i>		<i>This section to be completed by Developer</i>	
Total Amount Requested for this Draw	\$11,212.29	Total Amount Requested for this Draw	\$7,412.85
<i>This section to be completed by City</i>			
Original Contract Amount	\$54,000.00	Original Contract Amounts	\$108,000.00
Total Change order amounts	\$	Total Change order amounts	-0-
Prior payments to date	\$	Prior payments to date	69,385.47
Contract balance	\$	Contract balances	38,614.53
Total amount approved-60%	\$11,212.29	Total amounts approved	11,212.29
10% withheld	\$	<u>40</u> % withheld if any	
This Payment Amount	\$11,212.29	Actual payment amounts	11,212.29
New Contract balance	\$	New Contract balances	
Total retainage held to date	\$	Total retainage held to date	

Authorized Signatures

Signature of Authorized Officer Requesting Funds 	Print Name Donna Ali Executive Director	Date 2-13-17
Signature of City Housing Specialist 	Print Name Robert Jones	Date 02/23/17
Signature of City Official Approving Disbursement 	Print Name Clarence P. Williams	Date 02/23/17

CCI DRAWDOWN REQUEST #6

2/13/17

CHECK #	AMOUNT
3114	18.36
3117	1,067.00
3120	2,154.98
3121	1,000.00
3122	151.72
3181	400.00
3182	684.16
3183	32.03
3184	4,721.19
Total	\$10,229.64

S.C.

EX-612019
MSDL-800132216
COMMUNITY CONNECTIONS INC 06/08
PO BOX 10612
HATTIESBURG, MS 39404

PH 601-325-6645

REGIONS BANK
85-643653

3114

215 mobile st

APP-193382

12/23/2016

PAY TO THE ORDER OF Surplus Warehouse

\$ 18.36

Eighteen and 36/100

DOLLARS

Surplus Warehouse
5131 Old Hwy 42
Hattiesburg, MS 39401

MEMO

Don A. Ab.

⑈003114⑈ ⑈065305436⑈ 0080576834⑈

>065300279<
Trustmark Hattie
2016-12-27
0317173630

STATION # 1072079208
FOR RETURN ITEMS
> 242170248 <
Acct # 0230375
The Bank of Kentucky
Crestview Hills, KY
FOR RETURN ITEMS
242170248 <

TRUST
HATTIESBURG, MS
PC 0653
TUESDAY
12/23/2016

0317173630

COMMUNITY CONNECTIONS INC 06/09
PO BOX 18612
HATTESBURG, MS 39404

REGIONS BANK
65-043053

3117

12/30/2016

PAY TO THE ORDER OF Carlos Parker

\$ **1,067.00

One Thousand Sixty-Seven and 00/100

DOLLARS

Carlos Parker
178 Oral Church Rd
Sumrall, MS 39482

MEMO

Donna A. Ali

⑆003117⑆ ⑆065305436⑆ 0080576834⑆

20161230124311320228 07 1231

Regions Bank >062000019<

20161230124311320228 07 1231
Regions Bank >062000019<

Carlos Parker

JS

COMMUNITY CONNECTIONS INC 08/99
PO BOX 18612 215 Mobile St
HATTIESBURG, MS 39404
601-580-8146
MSOL 801107757
2120

REGIONS BANK
85-543/853

#155392

3120

1/3/2017

PAY TO THE ORDER OF Surplus Warehouse

\$ 2,154.98

Two Thousand One Hundred Fifty-Four and 98/100

DOLLARS

Surplus Warehouse
5131 Old Hwy 42
Hattiesburg, MS 39401

MEMO

Don A. Ali

ALL-HONORARY SIGNATURE

⑈003120⑈ ⑈065305436⑈ 0080576834⑈

Security Features Included

>065300279<
Trustmark Hattie
2017-01-04
0328496581

⑈0328496581⑈

STATION # 107267808
FOR RETURN ITEMS
> 242170248 <
Acct. # 0230376
The Bank of Kentucky
Crestview Hills, KY
FOR RETURN ITEMS
> 242170248 <

PRINT THE QR CODE OF
TRUSTMARK NATIONAL BANK
HATTIESBURG, MS 39401
⑈065300279⑈
FOR DEPOSIT ONLY
SURPLUS WAREHOUSE - HATTIE SBKRG
0600115

71C

COMMUNITY CONNECTIONS INC 08/09
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
85-643/053

3121

1/3/2017

PAY TO THE ORDER OF Economy Supply

\$ 1,000.00

One Thousand and 00/100

DOLLARS

Economy Supply
PO Box 1128
Hattiesburg, Ms 39403-1128

MEMO

Donna A. Ali
AUTHORIZED SIGNATURE

⑈003121⑈ ⑆065305436⑆ 0080576834⑈

⑆065300279⑆
Trustmark Hattie
2017-01-05
0330172566

6329172566

FOR DEPOSIT ONLY
THE ECONOMY SUPPLY CO
4800132101

COMMUNITY CONNECTIONS INC 08/00
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
85-5437853

3122

1-4-17

PAY TO THE
ORDER OF

Sherwin Williams

\$ 151.72

One Hundred Fifty one & 72/100

DOLLARS

MEMO

601-261-0820

Don A. At.

⑆003122⑆ ⑆065305436⑆ 0080576834⑆

20170105124112315784 05 0829

Regions Bank >062000019<

20170105124112315784 05 0829
Regions Bank >062000019<

Return Checks To
MC Bank

10

01708

7394

From 1001 06-30-10

COMMUNITY CONNECTIONS INC 06/09
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
85-543/653

3181

2/13/2017

PAY TO THE ORDER OF Smitty Concrete

\$ **400.00

Four Hundred and 00/100*****

DOLLARS

Tommy Smith
27 Annie Christie Dr.
Hattiesburg, MS 39401

MEMO


AUTHORIZED SIGNATURE

⑈003181⑈ ⑆065305436⑆ 0080576834⑈

COMMUNITY CONNECTIONS INC

3181

Smitty Concrete
Date Type Reference
12/1/2016 Bill

Original Amt.
400.00

Balance Due
400.00

2/13/2017
Discount
Check Amount

Payment
400.00
400.00

REGIONS-General C

400.00

COMMUNITY CONNECTIONS INC 06/09
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
85-543/653

3182

2/13/2017

PAY TO THE ORDER OF MCS Insulation

\$ **684.16

Six Hundred Eighty-Four and 16/100*****

DOLLARS

MCS Insulation
1438 Hwy 42
Sumrall, MS 39482

MEMO

Donna A. At

AUTHORIZED SIGNATURE

⑈003182⑈ ⑆065305436⑆ 0080576834⑈

COMMUNITY CONNECTIONS INC

3182

MCS Insulation
Date Type Reference
1/19/2017 Bill 797

Original Amt.
684.16

Balance Due
684.16

2/13/2017
Discount
Check Amount

Payment
684.16
684.16

REGIONS-General C

684.16

COMMUNITY CONNECTIONS INC 06/09
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
85-543/653

3183

2/13/2017

PAY TO THE ORDER OF Federal Express

\$ 32.03

Thirty-Two and 03/100*****

DOLLARS

Federal Express
PO BOX 660481
Dallas, TX 75266-0481

MEMO

Donna A. Ali

AUTHORIZED SIGNATURE

⑈003183⑈ ⑆065305436⑆ 0080576834⑈

COMMUNITY CONNECTIONS INC

3183

Date	Type	Reference	Original Amt.	Balance Due	2/13/2017 Discount	Payment
1/23/2017	Bill	9-672-00545	32.03	32.03		32.03
				Check Amount		32.03

REGIONS-General C

32.03

COMMUNITY CONNECTIONS INC 06/09
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
85-543/653

3184

2/6/2017

PAY TO THE ORDER OF Economy Supply

\$ 4,721.19

Four Thousand Seven Hundred Twenty-One and 19/100*****

DOLLARS

Economy Supply
PO Box 1128
Hattiesburg, Ms 39403-1128

MEMO

Don A. [Signature]

AUTHORIZED SIGNATURE

⑈003184⑈ ⑆065305436⑆ 0080576834⑈

COMMUNITY CONNECTIONS INC

3184

Economy Supply

Date	Type	Reference
11/30/2016	Bill	comm1205
12/7/2016	Bill	
1/13/2017	Bill	
2/6/2017	Bill	

Original Amt.	Balance Due
5,085.13	4,085.13
103.50	103.50
374.26	374.26
158.30	158.30

2/6/2017

Discount

Payment

4,085.13

103.50

374.26

158.30

Check Amount

4,721.19

REGIONS-General C

4,721.19

CITY OF HATTIESBURG

Page

- 1

DOCKET OF CLAIMS

Date

- 02/24/17

PERIOD ENDING FEBRUARY 28, 2017

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount

GENERAL FUND							
00001 A 1 FIRE EQUIPMENT	2208	00167855	16003257	FIRE FIGHTING BOOTS	02/28/17	255912	480.00-

A 1 FIRE EQUIPMENT							
Sum							480.00-
00001 AAMCO TRANS/AUTOMOTIVE S 134138		00167232	16003250	REPRS U#17317 POLICE	02/28/17	255913	475.20-
00001 AAMCO TRANS/AUTOMOTIVE S 134147		00166803	16003253	REPRS U#18250 POLICE	02/28/17	255913	2,804.00-

AAMCO TRANS/AUTOMOTIVE S							
Sum							3,279.20-
00001 AFFORDABLE EMERGENCY LIG 956		00167932	16003254	REPRS VARI POLICE UNITS	02/28/17	255914	170.00-

AFFORDABLE EMERGENCY LIG							
Sum							170.00-
00001 AIRDESIGNS SIGN & GRAFFI 505604		00167187	16003264	PK SIGNS BIVINS/EVANS	02/28/17	255915	30.00-

AIRDESIGNS SIGN & GRAFFI							
Sum							30.00-
00001 ALLBRITTON CHAIN SAW & L 48307		00168030	16003275	CHAINSAW CHAINS	02/28/17	255916	1,059.32-
00001 ALLBRITTON CHAIN SAW & L 48385		00168203	16003373	EQUIP OIL FOR TRAFFIC DEPT	02/28/17	255916	209.84-

ALLBRITTON CHAIN SAW & L							
Sum							1,269.16-
00001 ANDERSON RETAIL INC 115866		00167835	16003242	VINYL FLOORING PURCHASING	02/28/17	255917	469.28-
00001 ANDERSON RETAIL INC 125823		00168068	16003265	FLOORING TRAFF OFC/SIGNAL RM	02/28/17	255917	649.77-

ANDERSON RETAIL INC							
Sum							1,119.05-
00001 APPLIED CONCEPTS INC 302530		00167168	16003297	RADARS FOR TRAFFIC	02/28/17	255918	2,625.00-

APPLIED CONCEPTS INC							
Sum							2,625.00-
00001 AUTO ARMATURE SERVICE IN 09085		00168018	16003251	BATTERIES U#18319/18316	02/28/17	255919	333.90-
00001 AUTO ARMATURE SERVICE IN 09103		00168125	16003376	ALTERNATOR U#9605 SANIT	02/28/17	255919	99.95-

AUTO ARMATURE SERVICE IN							
Sum							433.85-
00001 AUTO ZONE 0139097991		00168206	16003372	CHARGER FOR TRAFFIC	02/28/17	255920	83.95-

AUTO ZONE							
Sum							83.95-
00001 AUTOMOTIVE GLASS SPECIAL I212510		00167706	16003248	DOOR HINGE SET	02/28/17	255921	49.95-
00001 AUTOMOTIVE GLASS SPECIAL I212685		00167971	16003252	RIGHT REAR DOOR U#15967	02/28/17	255921	245.00-
00001 AUTOMOTIVE GLASS SPECIAL I212751		00168033	16003276	GLASS REPR U#15892 TORNADO	02/28/17	255921	245.00-
00001 AUTOMOTIVE GLASS SPECIAL I213080		00167498	16003434	GLASS REPR U#15962 TORNADO	02/28/17	255921	200.00-
00001 AUTOMOTIVE GLASS SPECIAL I212179		00167498	16003435	GLASS REPR U#18555 TORNADO	02/28/17	255921	510.00-

00001 AUTOMOTIVE GLASS SPECIAL I212593	00167498 16003436 GLASS REPR U#15963 TORNADO	02/28/17	255921	375.00-
00001 AUTOMOTIVE GLASS SPECIAL I212415	00167498 16003437 GLASS REPR U#17017 TORNADO	02/28/17	255921	253.00-
00001 AUTOMOTIVE GLASS SPECIAL I212413	00167498 16003438 GLASS REPR U#14956 TORNADO	02/28/17	255921	495.00-
00001 AUTOMOTIVE GLASS SPECIAL I212404	00167498 16003439 REPRS U#15962 SHOP	02/28/17	255921	225.00-
00001 AUTOMOTIVE GLASS SPECIAL R212404	00167498 16003440 CREDIT	02/28/17	255921	225.00-

AUTOMOTIVE GLASS SPECIAL				
Sum				2,372.95-
00001 BIG IRON DIESEL REPAIR L RO1524	00161555 16003280 REPRS U#11839 TRUCK	02/28/17	255924	2,794.57-
00001 BIG IRON DIESEL REPAIR L RO1525	00161089 16003317 REPRS U#17723 SANIT	02/28/17	255924	2,011.79-
00001 BIG IRON DIESEL REPAIR L RO1544	00167345 16003444 REPRS U#13982 SANIT	02/28/17	255924	9,654.49-
00001 BIG IRON DIESEL REPAIR L RO1543	00168231 16003445 REPRS U#16082 SANIT	02/28/17	255924	1,594.79-
00001 BIG IRON DIESEL REPAIR L RO1542	00168211 16003446 REPRS U#14403 SANIT	02/28/17	255924	2,630.85-

BIG IRON DIESEL REPAIR L				
Sum				18,686.49-
00001 BLOSSMAN GAS INC	PO#166844 1/ 00166844 16003268 PROPANE ASPHALT TRUCK U#20067	02/28/17	255926	33.00-

BLOSSMAN GAS INC				
Sum				33.00-
00001 BOAM	REG MITCHELL 00168300 16003433 REG MITCHELL CNF BAY ST LOUIS	02/28/17	255927	125.00-

BOAM				
Sum				125.00-
00001 BRUNINI	218077 00168283 16003407 SERVS GENERAL-SSO'S	02/28/17	255934	11,070.75-

BRUNINI				
Sum				11,070.75-
00001 BUDGET SERVICES	#1 PO#16816 00168160 16003410 LOT CLEARING 409/410 MILLER	02/28/17	255937	400.00-

BUDGET SERVICES				
Sum				400.00-
00001 C A L E A INC	REG HOOKER 3 00168228 16003334 REG HOOKER CONF MOBILE	02/28/17	255939	90.00-

C A L E A INC				
Sum				90.00-
00001 CANON FINANCIAL SERVICES	17019034 00168233 16003324 COPIER 2/17 PURCHASING	02/28/17	255941	115.00-

CANON FINANCIAL SERVICES				
Sum				115.00-
00001 CARQUEST AUTO PARTS STOR	14758-83882 00167495 16003270 REPR PTS U#11302	02/28/17	255942	29.74-
00001 CARQUEST AUTO PARTS STOR	14758-83880 00167495 16003271 SHOP SUPPLIES	02/28/17	255942	62.60-
00001 CARQUEST AUTO PARTS STOR	14758-84281 00167495 16003272 GREASE GUNS/CLEANER	02/28/17	255942	26.23-
00001 CARQUEST AUTO PARTS STOR	14758-83885 00167495 16003273 CLEANER/TIRE PLUG	02/28/17	255942	53.27-
00001 CARQUEST AUTO PARTS STOR	14758-84274 00167819 16003281 BRAKE FLUID FOR SHOP	02/28/17	255942	172.08-
00001 CARQUEST AUTO PARTS STOR	14758-84275 00167819 16003282 COUPLINGS FOR SHOP	02/28/17	255942	47.25-

CARQUEST AUTO PARTS STOR				
Sum				391.17-
00001 CHRISTOPHER PLUMBING SER	308981 00168227 16003331 PLUMB REPR TEMP DISPATCH	02/28/17	255946	350.00-

CHRISTOPHER PLUMBING SER				

[illegible]

00001	FEDERAL EXPRESS	5-627-84492	00168250	16003326	SERVS 11/22/16 MPO DEPT	02/28/17	255967	61.96-

FEDERAL EXPRESS								
Sum								61.96-
00001	FUELMAN OF MS	BG127044 NP4	00168133	16003261	FUEL CHG 12/4/16 MITCHELL LDC	02/28/17	255968	15.72-
00001	FUELMAN OF MS	BG127044 NP4	00168133	16003262	FUEL CHG 12/7/16 MITCHELL LDC	02/28/17	255968	12.68-
00001	FUELMAN OF MS	BG127044 NP4	00168256	16003336	FUEL CHG 2/8/17 FIRE DEPT	02/28/17	255968	44.52-
00001	FUELMAN OF MS	BG127044 NP4	00168293	16003414	FUEL CHG 2/8/17 ENGR	02/28/17	255968	56.94-

FUELMAN OF MS								
Sum								129.86-
00001	FV RECYCLING	2017-0294	00168175	16003318	RECYCLE FEES 1/17 SANIT	02/28/17	255969	97.75-

FV RECYCLING								
Sum								97.75-
00001	G & K SERVICES	1035811389	00168246	16003348	UNIFORMS 2/20 TRAFFIC	02/28/17	255972	31.37-
00001	G & K SERVICES	1035811388	00168246	16003349	UNIFORMS 2/20 CONSTR	02/28/17	255972	56.91-
00001	G & K SERVICES	1035811403	00168246	16003350	UNIFORMS 2/20 PUBLIC WORKS	02/28/17	255972	70.56-
00001	G & K SERVICES	1035811400	00168246	16003351	UNIFORMS 2/20 PUBLIC WORKS	02/28/17	255972	27.30-
00001	G & K SERVICES	1035811402	00168246	16003352	UNIFORMS 2/20 PUBLIC WORKS	02/28/17	255972	64.53-
00001	G & K SERVICES	1035811404	00168246	16003353	UNIFORMS 2/20 SHOP	02/28/17	255972	48.40-
00001	G & K SERVICES	1035811401	00168246	16003354	UNIFORMS 2/20 SANIT	02/28/17	255972	178.17-
00001	G & K SERVICES	1035811405	00168246	16003355	UNIFORMS 2/20 HEALTH	02/28/17	255972	67.91-
00001	G & K SERVICES	1035811390	00168247	16003356	MATS 2/20 TRAFFIC	02/28/17	255972	6.40-
00001	G & K SERVICES	1035811406	00168247	16003357	MOP/MAT 2/20 GO&FS	02/28/17	255972	24.80-
00001	G & K SERVICES	1035811407	00168247	16003358	MOP/MAT 2/20 SANIT	02/28/17	255972	26.65-
00001	G & K SERVICES	1035811408	00168247	16003359	MATS 2/20 AIRPORT	02/28/17	255972	4.70-
00001	G & K SERVICES	103580828	00168273	16003428	UNIFORMS 1/16 MPO DEPT	02/28/17	255972	4.55-
00001	G & K SERVICES	1035811391	00168273	16003429	UNIFORMS 2/20 MPO DEPT	02/28/17	255972	4.55-

G & K SERVICES								
Sum								616.80-
00001	GARNER LUMLEY ELECTRIC S	533963	00167926	16003313	ELEC SUPP CONSTR DEPT TRUCK	02/28/17	255973	118.30-

GARNER LUMLEY ELECTRIC S								
Sum								118.30-
00001	GILLILANDS ELECTRONICS S	63564	00168131	16003240	ADD CREDIT CARD LINE CHAPMAN	02/28/17	255975	89.28-
00001	GILLILANDS ELECTRONICS S	63560	00167878	16003368	ACCESS CONTROL TEMP DISPATCH	02/28/17	255975	2,795.00-
00001	GILLILANDS ELECTRONICS S	63586	00167633	16003369	PHONE RENTAL TEMP POLICE BLDG	02/28/17	255975	4,876.13-
00001	GILLILANDS ELECTRONICS S	63374	00167213	16003443	REPR CAMERA FOR PUBLIC WORKS	02/28/17	255975	75.00-

GILLILANDS ELECTRONICS S								
Sum								7,835.41-
00001	GLADDEN LAW OFFICE PLLC	0127	00168260	16003327	SRVS PLANN/ZONE/CODE ISSUES	02/28/17	255976	2,732.25-
00001	GLADDEN LAW OFFICE PLLC	0123	00168260	16003328	SRVS LEONARD BUSBY	02/28/17	255976	2,196.25-

GLADDEN LAW OFFICE PLLC								
Sum								4,928.50-
00001	GLOBAL EQUIPMENT COMPANY	110649382	00167965	16003370	PART PANEL LEGS TEMP POL BLDG	02/28/17	255977	403.86-

GLOBAL EQUIPMENT COMPANY								

[illegible]

00001 INDOFF INC	2919154	00167737 16003263 SAFE/OFFICE SUPP PUBLIC WORKS	02/28/17	255997	271.98-

INDOFF INC					
Sum					271.98-
00001 INTERFACE SECURITY SYSTE	18643333	00168282 16003417 SECURITY 3/17 HILND CEM	02/28/17	255998	33.02-
00001 INTERFACE SECURITY SYSTE	18652309	00168282 16003418 SECURITY 2/17 S HILL CEM	02/28/17	255998	29.95-

INTERFACE SECURITY SYSTE					
Sum					62.97-
00001 INTL CODE COUNCIL (BOOKS	1000744017	00166584 16003419 FIRE INSPECTOR'S GUIDE BOOK	02/28/17	255999	24.45-
00001 INTL CODE COUNCIL (BOOKS	1000756379	00166665 16003420 FIRE INSPECTOR'S GUIDE BOOKS	02/28/17	255999	154.65-

INTL CODE COUNCIL (BOOKS					
Sum					179.10-
00001 J M H GRAPHICS	10631	00167982 16003425 ARBOR DAY EVENT SHIRTS	02/28/17	256000	468.00-

J M H GRAPHICS					
Sum					468.00-
00001 JACKSON & ARRINGTON (LEG	61494	00168240 16003345 SRVS LAKE FORGETFUL ROAD	02/28/17	256001	75.00-

JACKSON & ARRINGTON (LEG					
Sum					75.00-
00001 JESSE L BROWN LODGE #145	BLACK HISTOR	00167984 16003405 BLACK HISTORY BANQUET AD 2017	02/28/17	256003	150.00-

JESSE L BROWN LODGE #145					
Sum					150.00-
00001 JOHNSON, MARVIN	TRAV ADVANCE	00168234 16003341 TRAV ADV PLANS REVIEW CLASS	02/28/17	256004	82.00-

JOHNSON, MARVIN					
Sum					82.00-
00001 LARRY'S WRECKER SERVICE	2868	00168115 16003255 TOWING U#18250 POLICE	02/28/17	256013	55.00-
00001 LARRY'S WRECKER SERVICE	2871	00168201 16003333 TOWING U#17579 POLICE	02/28/17	256013	55.00-

LARRY'S WRECKER SERVICE					
Sum					110.00-
00001 LEE, TROY	PO 168126 2/	00168126 16003287 AFRICAN AMERICAN SOUL FOOD EVN	02/21/17	111596	300.00-

LEE, TROY					
Sum					300.00-
00001 MCCOY'S TRIM SHOP	122805	00167824 16003299 HOSE BED COVERS U#13933/14517	02/28/17	256017	490.00-

MCCOY'S TRIM SHOP					
Sum					490.00-
00001 MCMULLAN EQUIPMENT CO	169392P	00167732 16003430 REPR PTS U#17576 POLICE	02/28/17	256019	45.75-
00001 MCMULLAN EQUIPMENT CO	169467P	00167808 16003431 REPR PTS U#18326 POLICE	02/28/17	256019	45.75-

MCMULLAN EQUIPMENT CO					
Sum					91.50-
00001 MIDDLE MS BUILDING OFFIC	REG JOHNSON	00168225 16003342 REG JOHNSON CLASS BRANDON,MS	02/28/17	256020	200.00-

MIDDLE MS BUILDING OFFIC					

Sum								200.00-
00001 MORGAN, C J INC	2017003	00168130	16003279	CUT CONCRETE USM FRONTAGE RD	02/28/17	256022		2,000.00-

MORGAN, C J INC								
Sum								2,000.00-
00001 MS ASSN OF PUBLIC FIRE S REG ROBERTS		00168215	16003339	REG ROBERTS CONF BILOXI	02/28/17	256025		65.00-
00001 MS ASSN OF PUBLIC FIRE S REG RUSSELL		00168215	16003340	REG RUSSELL CONF BILOXI	02/28/17	256025		65.00-

MS ASSN OF PUBLIC FIRE S								
Sum								130.00-
00001 MS FIRE & SAFETY OF HBUR 54936		00168294	16003415	EXTINGUISHER MAINT ENGR DEPT	02/28/17	256026		52.00-
00001 MS FIRE & SAFETY OF HBUR 54937		00168305	16003427	EXTINGUISHER CERTIF CITY HALL	02/28/17	256026		32.00-

MS FIRE & SAFETY OF HBUR								
Sum								84.00-
00001 MS MUNICIPAL LEAGUE	YOUTH COUNCI	00168249	16003323	YOUTH COUNCIL REG 2017	02/28/17	256027		800.00-

MS MUNICIPAL LEAGUE								
Sum								800.00-
00001 MS POWER COMPANY	2/17 GENERAL	00201710	16003380	MNTHLY ELEC-GENERAL	02/28/17	256032		99,015.06-

MS POWER COMPANY								
Sum								99,015.06-
00001 MULTITECH OFFICE MACHINE 17020707		00168094	16003290	PRINTER SUPP	02/28/17	256034		800.55-
00001 MULTITECH OFFICE MACHINE 17020705		00168049	16003364	PRINTER TONER HUMAN RES	02/28/17	256034		159.95-

MULTITECH OFFICE MACHINE								
Sum								960.50-
00001 N & H ELECTRONIC DISTRIB 168565		00168025	16003294	BATTERY POLICE SHOP PHONE	02/28/17	256035		12.90-

N & H ELECTRONIC DISTRIB								
Sum								12.90-
00001 NEWELL PAPER COMPANY	892151	00168037	16003267	PAPER TOWELS PUBLIC WORKS	02/28/17	256037		131.08-
00001 NEWELL PAPER COMPANY	891918	00167906	16003269	RAGS/OIL DRY P/W SHOP	02/28/17	256037		944.56-
00001 NEWELL PAPER COMPANY	892010	00167924	16003292	JANIT SUPP POLICE DEPT	02/28/17	256037		1,870.42-
00001 NEWELL PAPER COMPANY	892338	00167924	16003293	JANIT SUPP POLICE DEPT	02/28/17	256037		326.81-

NEWELL PAPER COMPANY								
Sum								3,272.87-
00001 OFFICE DEPOT INC	900254347001	00167491	16003298	BATTERY BACKUP TORNADO 1/21	02/28/17	256038		267.53-
00001 OFFICE DEPOT INC	2038577488	00167978	16003366	PACKING SUPP TEMP POLICE MOVE	02/28/17	256038		53.48-

OFFICE DEPOT INC								
Sum								321.01-
00001 OVERHEAD DOOR CO OF HBUR 79584		00167561	16003259	BAY DOOR REPR #4 FIRE STA	02/28/17	256039		1,302.00-
00001 OVERHEAD DOOR CO OF HBUR 79518		00167561	16003260	BAY DOOR REPR #6 FIRE STA	02/28/17	256039		229.75-

OVERHEAD DOOR CO OF HBUR								
Sum								1,531.75-
00001 PAUL ANDERSON ENVIRONMEN PACOH22217		00168221	16003371	ASBESTOS INSPECTIONS (6) LDC	02/28/17	256041		3,900.00-

PAUL ANDERSON ENVIRONMEN								

Sum								3,900.00-
00001 PEARL RIVER VALLEY EPA (	2/17 GENERAL	00201710	16003378	MNTHLY 2/17 PUBLIC SERVICES	02/28/17	256042	16.83-	

PEARL RIVER VALLEY EPA (							16.83-	
Sum								
00001 PEREZ APC	00001	00168210	16003409	EVALUATE #2 FIRE STA TORNADO	02/28/17	256043	6,195.97-	

PEREZ APC								
Sum							6,195.97-	
00001 PERFORMANCE RESCUE	430 FREIGHT	00166806	16003421	FREIGHT CHARGE	02/28/17	256044	100.00-	
00001 PERFORMANCE RESCUE	429	00168309	16003432	MAINT ON TNT RESCUE TOOLS	02/28/17	256044	2,450.00-	

PERFORMANCE RESCUE								
Sum							2,550.00-	
00001 PINE BELT OIL COMPANY IN	1085870	00168186	16003312	FUEL CARD SERVS	02/28/17	256045	430.12-	
00001 PINE BELT OIL COMPANY IN	10409581	00168176	16003441	GAS FOR FUEL STATION	02/28/17	256045	10,716.77-	

PINE BELT OIL COMPANY IN								
Sum							11,146.89-	
00001 PINE BELT READY MIX CONC	503385	00167188	16003300	CONCRETE CITY WIDE USE	02/28/17	256046	307.50-	
00001 PINE BELT READY MIX CONC	505148	00167188	16003301	CONCRETE CITY WIDE USE	02/28/17	256046	1,076.25-	
00001 PINE BELT READY MIX CONC	506862	00167188	16003302	CONCRETE CITY WIDE USE	02/28/17	256046	307.50-	

PINE BELT READY MIX CONC								
Sum							1,691.25-	
00001 PINE BELT REGIONAL SOLID	100006 1/17	00168085	16003284	REFUSE DISPOSAL SANIT	02/28/17	256047	46,146.18-	

PINE BELT REGIONAL SOLID								
Sum							46,146.18-	
00001 PODS ENTERPRISES, LLC	HATT00000140	00168270	16003408	TWO PODS S TIPTON TORNADO	02/28/17	256049	338.00-	

PODS ENTERPRISES, LLC								
Sum							338.00-	
00001 PROGRESSIVE BUSINESS PUB	A381361603 2	00168248	16003325	SUBSCRIPTION HUMAN RES	02/28/17	256051	299.00-	

PROGRESSIVE BUSINESS PUB								
Sum							299.00-	
00001 RICOH CORP	5046748197	00168108	16003244	PRODUCTION PRINTER CHARGES	02/28/17	256053	419.27-	
00001 RICOH CORP	22497831	00168264	16003411	COPIER 3/17 LAND CODE	02/28/17	256053	110.00-	

RICOH CORP								
Sum							529.27-	
00001 RJ YOUNG COMPANY	INV1741804	00168259	16003346	COPIER 1/14-2/13/17 ENGR DEPT	02/28/17	256055	416.17-	
00001 RJ YOUNG COMPANY	INV1740642	00168286	16003406	COPIER 1/14-2/13/17 CITY CLK	02/28/17	256055	298.00-	

RJ YOUNG COMPANY								
Sum							714.17-	
00001 ROBERTS, STEPHANIE	TRAV ADVANCE	00168219	16003337	TRAV ADV MAPSE CONF BILOXI	02/28/17	256057	353.76-	

ROBERTS, STEPHANIE								
Sum							353.76-	

00001 ROPER SUPPLY CO LLC	49107	00167700 16003367 RMOTE SIRENS POLICE DEPT	02/28/17	256058	891.20-

ROPER SUPPLY CO LLC					
Sum					891.20-
00001 RUSSELL, BILLY	TRAV ADVANCE	00168214 16003338 TRAV ADV MAPSE CONF BILOXI	02/28/17	256059	353.76-

RUSSELL, BILLY					
Sum					353.76-
00001 RYAN MOTORS INC	255279	00167363 16003295 REPRS U#17708 POLICE	02/28/17	256060	605.42-
00001 RYAN MOTORS INC	256010	00167363 16003296 REPRS U#16769 POLICE	02/28/17	256060	366.50-

RYAN MOTORS INC					
Sum					971.92-
00001 SACKS OUTDOOR SUPPLY	21722	00168093 16003247 SHOES KIRK WEST POLICE SHOP	02/28/17	256061	169.97-

SACKS OUTDOOR SUPPLY					
Sum					169.97-
00001 SANSOM EQUIPMENT CO	50279	00167913 16003314 REPR PTS U#20070 SANIT	02/28/17	256063	553.22-
00001 SANSOM EQUIPMENT CO	50365	00168151 16003315 REPR PTS U#20074/20068	02/28/17	256063	313.02-
00001 SANSOM EQUIPMENT CO	50312	00168010 16003375 REPR PTS U#20090/20070	02/28/17	256063	313.02-

SANSOM EQUIPMENT CO					
Sum					1,179.26-
00001 SCOTTS HYDRAULIC SERVICE	28388	00168237 16003426 REPRS U#18602 CEMETERY	02/28/17	256065	283.32-

SCOTTS HYDRAULIC SERVICE					
Sum					283.32-
00001 SHERWIN-WILLIAMS COMPANY	8542-2	00168092 16003249 PAINT SUPP POLICE BLDG	02/28/17	256068	48.38-
00001 SHERWIN-WILLIAMS COMPANY	1732-4	00168190 16003422 PAINT EQUIP TRAFFIC DEPT	02/28/17	256068	148.54-

SHERWIN-WILLIAMS COMPANY					
Sum					196.92-
00001 SOUTHERN PINE ELECTRIC P	2/17 GENERAL	00201710 16003377 MNTHLY 2/17 PUBLIC SERVICES	02/28/17	256073	58.42-

SOUTHERN PINE ELECTRIC P					
Sum					58.42-
00001 SOUTHERN TIRE MART LLC	11124878	00168150 16003316 TIRES VARI SANIT UNITS	02/28/17	256075	1,900.00-

SOUTHERN TIRE MART LLC					
Sum					1,900.00-
00001 STANDARD OFFICE SUPPLY C	0068170-001	00167774 16003241 ACCTS PAYABLE CHECK ENVELOPES	02/28/17	256077	282.50-
00001 STANDARD OFFICE SUPPLY C	0068130-001	00168153 16003360 OFFICE SUPP CITY COUNCIL	02/28/17	256077	176.67-
00001 STANDARD OFFICE SUPPLY C	0068098-001	00168114 16003361 OFFICE CHAIR GRANT ACCOUNTANT	02/28/17	256077	99.00-

STANDARD OFFICE SUPPLY C					
Sum					558.17-
00001 TRUCKPRO INC	039-0623156	00167801 16003258 MECHANIC'S TOOLS FIRE DEPT	02/28/17	256086	282.00-
00001 TRUCKPRO INC	039-0623192	00168066 16003274 REPR PTS U#16082	02/28/17	256086	98.49-

TRUCKPRO INC					
Sum					380.49-
00001 TRUSTMARK BUSINESS CARD	2010 DUPREE	00168279 16003385 TIRE REPR MAYOR'S VEHICLE 1/7	02/28/17	256088	19.79-

00001	TRUSTMARK BUSINESS CARD	2010	DUPREE	00168279	16003386	CAMERA CD CARD PUBLIC RELA	02/28/17	256088	53.24-
00001	TRUSTMARK BUSINESS CARD	2010	DUPREE	00168279	16003387	CAR WASH MAYOR'S VEHICLE 1/14	02/28/17	256088	15.00-
00001	TRUSTMARK BUSINESS CARD	2010	DUPREE	00168279	16003388	HOTEL MML CONF 1/8-12/17	02/28/17	256088	735.08-
00001	TRUSTMARK BUSINESS CARD	2010	DUPREE	00168279	16003389	MEAL 1/17 CONF WASHINGTON	02/28/17	256088	73.34-
00001	TRUSTMARK BUSINESS CARD	2010	DUPREE	00168279	16003390	BAGGAGE 1/17 CONF WASHINGTON	02/28/17	256088	35.00-
00001	TRUSTMARK BUSINESS CARD	2010	DUPREE	00168279	16003391	MEAL 1/18 CONF WASHINGTON	02/28/17	256088	9.40-
00001	TRUSTMARK BUSINESS CARD	2010	DUPREE	00168279	16003392	TAXI 1/18 CONF WASHINGTON	02/28/17	256088	14.89-
00001	TRUSTMARK BUSINESS CARD	2010	DUPREE	00168279	16003393	MEAL 1/19 CONF WASHINGTON	02/28/17	256088	11.83-
00001	TRUSTMARK BUSINESS CARD	2010	DUPREE	00168279	16003394	HOTEL 1/17-21 CONF WASHINGTON	02/28/17	256088	2,500.80-
00001	TRUSTMARK BUSINESS CARD	2010	DUPREE	00168279	16003395	PARKING FEE CONF WASHINGTON	02/28/17	256088	56.00-
00001	TRUSTMARK BUSINESS CARD	2010	DUPREE	00168279	16003396	HOTEL 2/1-3 MEDC LEGIS CONF	02/28/17	256088	134.31-
00001	TRUSTMARK BUSINESS CARD	2010	DUPREE	00168279	16003397	LATE FEE	02/28/17	256088	35.00-
00001	TRUSTMARK BUSINESS CARD	2010	DUPREE	00168279	16003398	TAXI 1/18 CONF WASHINGTON	02/28/17	256088	14.57-
00001	TRUSTMARK BUSINESS CARD	2010	DUPREE	00168279	16003399	FINANCE CHARGE	02/28/17	256088	46.45-
00001	TRUSTMARK BUSINESS CARD	2010	DUPREE	00168279	16003400	TAXI 1/17 CONF WASHINGTON	02/28/17	256088	19.47-
00001	TRUSTMARK BUSINESS CARD	2010	DUPREE	00168279	16003401	AIRFARE COST DIFFERANCE	02/28/17	256088	78.20-
00001	TRUSTMARK BUSINESS CARD	2010	DUPREE	00168279	16003402	SEAT UPGRADE AFTER TKT ISSUE	02/28/17	256088	28.00-
TRUSTMARK BUSINESS CARD									
Sum									3,880.37-
00001	TWILLIE, BRANDI (REFUNDS	DAMAGE DEP R	02017337	16003447	DAMAGE DEPOSIT REFUND	02/28/17	256089	100.00-	-----
TWILLIE, BRANDI (REFUNDS									
Sum									100.00-
00001	WAGE HOUR ASSESSMENTS AN	CH 1117-001	00167998	16003329	SERVICES 1/17	02/28/17	256095	1,312.50-	
00001	WAGE HOUR ASSESSMENTS AN	CH 0217-002	00168251	16003330	SERVS 2/17	02/28/17	256095	500.00-	-----
WAGE HOUR ASSESSMENTS AN									
Sum									1,812.50-
00001	WAL-MART STORES INC	001128	00167382	16003288	SD CARD CITY'S VIDEO/CAMERA	02/28/17	256096	96.88-	
00001	WAL-MART STORES INC	001259	00167414	16003289	JANIT SUPP ACCTG/PURCHASING	02/28/17	256096	32.11-	-----
WAL-MART STORES INC									
Sum									128.99-
00001	WASTE MANAGEMENT OF SOUT	0009660-2526	00168290	16003416	REFUSE DISPOSAL SANIT	02/28/17	256097	5,871.64-	-----
WASTE MANAGEMENT OF SOUT									
Sum									5,871.64-
00001	WATERS INTERNATIONAL TRU	08P826500	00168224	16003423	REPR PTS U#16009 STREET	02/28/17	256098	401.76-	-----
WATERS INTERNATIONAL TRU									
Sum									401.76-
00001	WILLMUT GAS & OIL COMPAN	2/17 GENERAL	00201710	16003379	MNTHLY GAS-GENERAL	02/28/17	256103	729.41-	-----
WILLMUT GAS & OIL COMPAN									
Sum									729.41-
00001	WORKWELL SERVICES (NEW V	31648	00168102	16003245	POST ACCIDENT DRUG SCREEN	02/28/17	256107	234.00-	-----
WORKWELL SERVICES (NEW V									
Sum									234.00-
00001	98 WASTE LLC	202	00168171	16003304	RUBBISH DISPOSAL TORNADO 2017	02/28/17	256109	4,091.50-	
00001	98 WASTE LLC	204	00168171	16003305	RUBBISH DISPOSAL TORNADO 2017	02/28/17	256109	3,928.40-	

00001 98 WASTE LLC	203	00168171 16003306 RUBBISH DISPOSAL TORNADO 2017	02/28/17	256109	4,210.50-
00001 98 WASTE LLC	214	00168171 16003307 RUBBISH DISPOSAL TORNADO 2017	02/28/17	256109	11,120.20-
00001 98 WASTE LLC	223	00168171 16003308 RUBBISH DISPOSAL TORNADO 2017	02/28/17	256109	12,208.70-
00001 98 WASTE LLC	224	00168171 16003309 RUBBISH DISPOSAL TORNADO 2017	02/28/17	256109	12,471.20-
00001 98 WASTE LLC	226	00168173 16003310 RUBBISH DISPOSAL TORNADO 2017	02/28/17	256109	7,373.80-
00001 98 WASTE LLC	216	00168185 16003311 RUBBISH DISPOSAL TORNADO 2017	02/28/17	256109	2,032.10-
00001 98 WASTE LLC	232	00168217 16003343 RUBBISH DISPOSAL TORNADO 2017	02/28/17	256109	273.00-
00001 98 WASTE LLC	231	00168295 16003413 RUBBISH DISPOSAL TORNADO 2017	02/28/17	256109	10,434.20-

98 WASTE LLC					
Sum					68,143.60-

Sum					367,609.88-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

PERIOD ENDING FEBRUARY 28, 2017

Date - 02/24/17

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 AYERS DISTRIBUTING CO	4560	00167931	16000558	EASTER EGG HUNT SUPP SIGLER	02/28/17	255922	973.00-
AYERS DISTRIBUTING CO							
Sum							973.00-
00002 BRACKMAN MOWER WAREHOUSE	23100	00167682	16000575	THROTTLE CABLE REPR U#19465	02/28/17	255928	95.26-
00002 BRACKMAN MOWER WAREHOUSE	23121	00167842	16000576	WEEDEATER REPR PTS/SUPP	02/28/17	255928	998.35-
BRACKMAN MOWER WAREHOUSE							
Sum							1,093.61-
00002 BRADDOCK, ARETHA	OFFICIAL 2/8	02017335	16000592	OFFICIAL-ADULT BASKETBALL	02/28/17	255929	250.00-
BRADDOCK, ARETHA							
Sum							250.00-
00002 BROWN, KIM	OFFICIAL 2/8	02017335	16000593	OFFICIAL-ADULT BASKETBALL	02/28/17	255932	200.00-
BROWN, KIM							
Sum							200.00-
00002 BRYANT, ERNEST J	SPORTS SERVS	02017334	16000585	SPORTS SUPPORT SERVICES	02/28/17	255935	160.00-
BRYANT, ERNEST J							
Sum							160.00-
00002 BURGE EXCAVATING & GRADI	768	00167000	16000602	BALLFLD DIRT TMBRTN/TATUM	02/28/17	255938	232.00-
00002 BURGE EXCAVATING & GRADI	773	00167000	16000603	BALLFLD DIRT TMBRTN/TATUM	02/28/17	255938	464.00-
00002 BURGE EXCAVATING & GRADI	774	00168014	16000604	BALLFIELD DIRT DAHMER PARK	02/28/17	255938	1,160.00-
BURGE EXCAVATING & GRADI							
Sum							1,856.00-
00002 CERTIFIED SPORTS TURF SE	360082	00167287	16000582	INFLD REPR BALLFIELDS	02/28/17	255945	4,999.99-
CERTIFIED SPORTS TURF SE							
Sum							4,999.99-
00002 COMSOUTH	185585	00167716	16000574	RADIO REPAIR	02/28/17	255952	115.00-
COMSOUTH							
Sum							115.00-
00002 ELKINS WHOLESALE INC	304306-00	00167847	16000569	JANIT SUPP CITY WIDE USE	02/28/17	255964	625.28-
ELKINS WHOLESALE INC							
Sum							625.28-
00002 G & K SERVICES	1035805105	00168244	16000560	UNIFORMS 1/30 GRNDS MAINT	02/28/17	255972	129.37-
00002 G & K SERVICES	1035807216	00168244	16000561	UNIFORMS 2/06 GRNDS MAINT	02/28/17	255972	109.37-
00002 G & K SERVICES	1035809322	00168244	16000562	UNIFORMS 2/13 GRNDS MAINT	02/28/17	255972	105.47-
00002 G & K SERVICES	1035811419	00168244	16000563	UNIFORMS 2/20 GRNDS MAINT	02/28/17	255972	105.47-
00002 G & K SERVICES	1035805106	00168244	16000564	MATS 1/30	02/28/17	255972	5.10-
00002 G & K SERVICES	1035807217	00168244	16000565	MATS 2/06	02/28/17	255972	5.10-

00002 G & K SERVICES	1035809323	00168244 16000566 MATS 2/13	02/28/17	255972	5.10-
00002 G & K SERVICES	1035811420	00168244 16000567 MATS 2/20	02/28/17	255972	5.10-
G & K SERVICES					
Sum					470.08-
00002 GRAVES, GARY LEE	#1 YTH BASKE	00168296 16000601 ASSIGNING FEE YOUTH BASKETBAL	02/28/17	255978	166.00-

GRAVES, GARY LEE					
Sum					166.00-
00002 GRIFFIN, GABRIEL	OFFICIAL 2/8	02017335 16000594 OFFICIAL-ADULT BASKETBALL	02/28/17	255979	75.00-

GRIFFIN, GABRIEL					
Sum					75.00-
00002 HINES, ERIC	OFFICIAL 2/8	02017335 16000595 OFFICIAL-ADULT BASKETBALL	02/28/17	255990	175.00-

HINES, ERIC					
Sum					175.00-
00002 HOLLINGSWORTH, SCOTT	PO#168012 2/	00168012 16000583 LETTER TRAIN ENGINE/TNDR CAR	02/28/17	255991	450.00-

HOLLINGSWORTH, SCOTT					
Sum					450.00-
00002 INDOFF INC	2914731	00167567 16000568 DRY ERASE BOARD GRNDS OFFICE	02/28/17	255997	309.99-

INDOFF INC					
Sum					309.99-
00002 JOHNSON, MYLES	SPORTS SERVS	02017334 16000586 SPORTS SUPPORT SERVICES	02/28/17	256005	56.00-

JOHNSON, MYLES					
Sum					56.00-
00002 KETTLEY, ANNETTE	SPORTS SERVS	02017334 16000587 SPORTS SUPPORT SERVICES	02/28/17	256008	272.00-

KETTLEY, ANNETTE					
Sum					272.00-
00002 KINNEL, ISAAC	OFFICIAL 2/8	02017335 16000596 OFFICIAL-ADULT BASKETBALL	02/28/17	256010	375.00-

KINNEL, ISAAC					
Sum					375.00-
00002 LANCASTER'S MACHINE & WE	23005	00168090 16000581 BRACKET REPR U#18867	02/28/17	256011	45.00-

LANCASTER'S MACHINE & WE					
Sum					45.00-
00002 MATTISON SPORTS	PO#168078 2/	00168078 16000606 ASSMNT VENUE GIRLS FASTPITCH	02/28/17	256016	200.00-

MATTISON SPORTS					
Sum					200.00-
00002 MS POWER COMPANY	2/17 PKS/REC	00201710 16000584 MNTHLY ELEC-PARKS & REC	02/28/17	256030	12,002.32-

MS POWER COMPANY					
Sum					12,002.32-
00002 MS TURF	953980	00167754 16000570 GRASS SOD FOR DOG PARK	02/28/17	256033	1,500.00-
00002 MS TURF	953984	00168013 16000571 GRASS SOD FOR DOG PARK	02/28/17	256033	750.00-

MS TURF									-----
Sum									2,250.00-
00002	NATL RECREATION & PARK A	13764	2017	00168095	16000557	2017 CITY MBRSH	02/28/17	256036	600.00-

NATL RECREATION & PARK A									600.00-
Sum									600.00-
00002	POWELL, RANDY			SPORTS SERVS	02017334	16000588	SPORTS SUPPORT SERVICES	02/28/17	256050
									448.00-

POWELL, RANDY									448.00-
Sum									448.00-
00002	SHERWIN-WILLIAMS COMPANY	8450-8		00167995	16000605	BALLFIELD MARKING PAINT	02/28/17	256068	2,112.00-

SHERWIN-WILLIAMS COMPANY									2,112.00-
Sum									2,112.00-
00002	SIGNS FIRST		H-58182	00167860	16000580	TATUM BANNERS TORNADO 1/21/17	02/28/17	256071	708.00-

SIGNS FIRST									708.00-
Sum									708.00-
00002	SOUTHERN MS PINE STRAW	10173		00167950	16000572	PINE STRAW TATUM PK/CITY HALL	02/28/17	256072	275.00-

SOUTHERN MS PINE STRAW									275.00-
Sum									275.00-
00002	SOUTHERN TIRE MART #9 (M	9018055		00167882	16000577	TRAILER TIRES U#18764	02/28/17	256074	351.72-
00002	SOUTHERN TIRE MART #9 (M	9018112		00167979	16000578	TIRES U#18867 MOWER	02/28/17	256074	164.00-
00002	SOUTHERN TIRE MART #9 (M	9018435		00168076	16000579	TIRES U#20234/16419	02/28/17	256074	75.50-

SOUTHERN TIRE MART #9 (M									591.22-
Sum									591.22-
00002	TAYLOR, RODERICK		OFFICIAL 2/8	02017335	16000597	OFFICIAL-ADULT BASKETBALL	02/28/17	256080	25.00-

TAYLOR, RODERICK									25.00-
Sum									25.00-
00002	THOMPSON, JESSE		OFFICIAL 2/8	02017335	16000598	OFFICIAL-ADULT BASKETBALL	02/28/17	256082	425.00-

THOMPSON, JESSE									425.00-
Sum									425.00-
00002	USA BOXING-SOUTHERN ASSN	SANCTION FEE	00167158	16000559	SANCTION FEES/REG 2017		02/28/17	256090	349.00-

USA BOXING-SOUTHERN ASSN									349.00-
Sum									349.00-
00002	VARNADO, ALEXANDRIA		SPORTS SERVS	02017334	16000589	SPORTS SUPPORT SERVICES	02/28/17	256092	272.00-

VARNADO, ALEXANDRIA									272.00-
Sum									272.00-
00002	VARNADO, UNDREA		SPORTS SERVS	02017334	16000590	SPORTS SUPPORT SERVICES	02/28/17	256093	336.00-

VARNADO, UNDREA									336.00-
Sum									336.00-
00002	VAUGHN, MORAN A		OFFICIAL 2/8	02017335	16000599	OFFICIAL-ADULT BASKETBALL	02/28/17	256094	75.00-

VAUGHN, MORAN A									75.00-

CITY OF HATTIESBURG

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Date - 02/24/17

PERIOD ENDING FEBRUARY 28, 2017

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
HATT.MUNICIPAL FIRE PROTECTION							
00005 PERFORMANCE RESCUE	430	00166806	16000025	SHAMPOOER FOR DISPATCH LOC	02/28/17	256044	4,535.00-
PERFORMANCE RESCUE							
Sum							4,535.00-
Sum							4,535.00-

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CITY OF HATTIESBURG

DOCKET OF CLAIMS

PERIOD ENDING FEBRUARY 28, 2017

Date - 02/24/17

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 AUTOMOTIVE GLASS SPECIAL	I212182	00168272	16000638	GLASS REPR U#9223 TORNADO	02/28/17	255921	695.00-
AUTOMOTIVE GLASS SPECIAL							
Sum							695.00-
00009 BLOSSMAN GAS INC	PO#167479 1/	00167479	16000614	PROPANE FOR PLANT FORKLIFT	02/28/17	255926	72.00-
00009 BLOSSMAN GAS INC	PO#167920 2/	00167920	16000615	PROPANE FOR PLANT FORKLIFT	02/28/17	255926	72.00-
BLOSSMAN GAS INC							
Sum							144.00-
00009 CERTIFIED LABORATORIES	2617831	00167778	16000619	CHEMICALS FOR LAGOONS	02/28/17	255944	18,425.00-
CERTIFIED LABORATORIES							
Sum							18,425.00-
00009 COBURN'S SUPPLY CO INC	609587063-1	00166335	16000628	LOCKING DEVICES WTR BILLING	02/28/17	255949	109.86-
COBURN'S SUPPLY CO INC							
Sum							109.86-
00009 CONTROL SYSTEMS INC	53443	00167997	16000627	REPRS RICHBURG TANKS	02/28/17	255953	1,184.50-
00009 CONTROL SYSTEMS INC	53589	00168265	16000636	SERVICE CALL RICHBURG TANK	02/28/17	255953	3,680.30-
00009 CONTROL SYSTEMS INC	53590	00168265	16000637	SERVICE CALL WTR PLT #2	02/28/17	255953	313.20-
CONTROL SYSTEMS INC							
Sum							5,178.00-
00009 ECONOMY SUPPLY CO	266684	00167747	16000620	SHELVING WTR BILLING BREAKRM	02/28/17	255962	41.03-
ECONOMY SUPPLY CO							
Sum							41.03-
00009 G & K SERVICES	1035811392	00168158	16000622	UNIFORMS 2/20 TRANS	02/28/17	255972	63.11-
00009 G & K SERVICES	1035811396	00168158	16000623	MOP/MAT 2/20 PLANT	02/28/17	255972	14.40-
00009 G & K SERVICES	1035811395	00168158	16000624	UNIFORMS 2/20 PLANT	02/28/17	255972	50.51-
00009 G & K SERVICES	1035811393	00168158	16000625	UNIFORMS 2/20 SEWER	02/28/17	255972	54.60-
00009 G & K SERVICES	1035811394	00168158	16000626	UNIFORMS 2/20 LAGOON	02/28/17	255972	156.70-
G & K SERVICES							
Sum							339.32-
00009 HAVARD PEST CONTROL INC	1088411	02017330	16000635	SEV 2/17 BURKETT LIFT STA	02/28/17	255986	40.00-
HAVARD PEST CONTROL INC							
Sum							40.00-
00009 MCELHANEY PLUMBING INC	253475	00168077	16000621	ICE MACHINE PTS WTR BILLING	02/28/17	256018	45.38-
MCELHANEY PLUMBING INC							
Sum							45.38-
00009 MORGAN, C J INC	2017007	00168082	16000611	MNTHLY WORK VARI LOC	02/28/17	256022	36,093.74-
00009 MORGAN, C J INC	2017008	00168083	16000617	CLEANUP 2/6-10 PLT#2 TORNADO	02/28/17	256022	15,404.57-

51,498.31-	74,689.72-
74,689.72-	551.16-
551.16-	50.00-
50.00-	63.67-
63.67-	121.75-
121.75-	673.00-
673.00-	10,141.70-
10,141.70-	1,270.00-
11,411.70-	805.00-
805.00-	728.54-
728.54-	75.25-
75.25-	68.15-
68.15-	165,753.84-

00011 HALLMAN PROPERTIES 206	METER DEP RF 02017329 16000381	METER DEP RFD	02/28/17	255983	75.00-

HALLMAN PROPERTIES 206					
Sum					75.00-
00011 HALLMAN PROPERTIES 207	METER DEP RF 02017329 16000380	METER DEP RFD	02/28/17	255984	75.00-

HALLMAN PROPERTIES 207					
Sum					75.00-
00011 HALLMAN PROPERTY MGMT 60	METER DEP RF 02017329 16000378	METER DEP RFD	02/28/17	255985	75.00-

HALLMAN PROPERTY MGMT 60					
Sum					75.00-
00011 HERRING, DIANNA GATLIN	METER DEP RF 02017329 16000355	METER DEP RFD	02/28/17	255988	75.00-

HERRING, DIANNA GATLIN					
Sum					75.00-
00011 HUDSON, REBECCCA	METER DEP RF 02017329 16000354	METER DEP RFD	02/28/17	255996	58.00-

HUDSON, REBECCCA					
Sum					58.00-
00011 JACKSON, KATHERINE	METER DEP RF 02018329 16000358	METER DEP RFD	02/28/17	256002	16.32-

JACKSON, KATHERINE					
Sum					16.32-
00011 KEYS, KENSLEY	METER DEP RF 02017329 16000369	METER DEP RFD	02/28/17	256009	26.00-

KEYS, KENSLEY					
Sum					26.00-
00011 LANEHART, CURTIS J	METER DEP RF 02017329 16000357	METER DEP RFD	02/28/17	256012	7.84-

LANEHART, CURTIS J					
Sum					7.84-
00011 LOVE DISCOUNT FURNITURE	METER DEP RF 02017329 16000376	METER DEP RFD	02/28/17	256014	8.76-

LOVE DISCOUNT FURNITURE					
Sum					8.76-
00011 MARYMAC INVESTMENTS	METER DEP RF 02017329 16000377	METER DEP RFD	02/28/17	256015	75.00-

MARYMAC INVESTMENTS					
Sum					75.00-
00011 MISSISSIPPI LEASE HOLDIN	METER DEP RF 02017329 16000363	METER DEP RFD	02/28/17	256021	31.86-

MISSISSIPPI LEASE HOLDIN					
Sum					31.86-
00011 PARKER, JESSE D	METER DEP RF 02017329 16000348	METER DEP RFD	02/28/17	256040	40.00-
00011 PARKER, JESSE D	WTR OVRPMT R 02017328 16000383	WTR OVRPMT RFD	02/28/17	256040	21.44-

PARKER, JESSE D					
Sum					61.44-
00011 PLANTE, ANTHONY	METER DEP RF 02017329 16000364	METER DEP RFD	02/28/17	256048	75.00-

PLANTE, ANTHONY					
Sum					75.00-
00011 RISK, CHRIS	METER DEP RF 02017329 16000345	METER DEP RFD	02/28/17	256054	23.00-

RISK, CHRIS					
Sum					23.00-
00011 SANCHEZ, PAUL108	METER DEP RF 02017329 16000366	METER DEP RFD	02/28/17	256062	75.00-

SANCHEZ, PAUL108					
Sum					75.00-
00011 SCOTT, KESHIA	METER DEP RF 02017329 16000365	METER DEP RFD	02/28/17	256064	75.00-

SCOTT, KESHIA					
Sum					75.00-
00011 SENTELL, CHARLES	METER DEP RF 02017329 16000346	METER DEP RFD	02/28/17	256066	40.00-

SENTELL, CHARLES					
Sum					40.00-
00011 SEYMOUR, JARED S	METER DEP RF 02017329 16000362	METER DEP RFD	02/28/17	256067	58.00-

SEYMOUR, JARED S					
Sum					58.00-
00011 SHOEMAKER PROPERTIES 35	METER DEP RF 02017329 16000372	METER DEP RFD	02/28/17	256069	16.32-

SHOEMAKER PROPERTIES 35					
Sum					16.32-
00011 SOUTHGATE REALTY 319	METER DEP RF 02017329 16000373	METER DEP RFD	02/28/17	256076	75.00-
00011 SOUTHGATE REALTY 319	WTR OVRPMT R 02017328 16000384	WTR OVRPMT RFD	02/28/17	256076	336.84-

SOUTHGATE REALTY 319					
Sum					411.84-
00011 STATE FARM	METER DEP RF 02017329 16000374	METER DEP RFD	02/28/17	256078	75.00-

STATE FARM					
Sum					75.00-
00011 STOGNER, BRANDI	METER DEP RF 02017329 16000375	METER DEP RFD	02/28/17	256079	75.00-

STOGNER, BRANDI					
Sum					75.00-
00011 TENNER, EBONY	METER DEP RF 02017329 16000367	METER DEP RFD	02/28/17	256081	26.00-

TENNER, EBONY					
Sum					26.00-
00011 THORNTON JON D	METER DEP RF 02017329 16000344	METER DEP RFD	02/28/17	256083	40.00-

THORNTON JON D					
Sum					40.00-
00011 TOOTLE, RACHEL	METER DEP RF 02017329 16000352	METER DEP RFD	02/28/17	256084	26.00-

TOOTLE, RACHEL					
Sum					26.00-

00011 TOWNSEND, MALORIE	METER DEP RF 02017329 16000368 METER DEP RFD	02/28/17	256085	58.00-

TOWNSEND, MALORIE				58.00-
Sum				40.00-
00011 WILKERSON, PAMELA A	METER DEP RF 02017329 16000347 METER DEP RFD	02/28/17	256101	40.00-

WILKERSON, PAMELA A				40.00-
Sum				58.00-
00011 WILMOTH, BRAIN	METER DEP RF 02017329 16000371 METER DEP RFD	02/28/17	256104	58.00-

WILMOTH, BRAIN				58.00-
Sum				6.00-
00011 YARROW, WALTER	METER DEP RF 02017329 16000343 METER DEP RFD	02/28/17	256108	6.00-

YARROW, WALTER				6.00-
Sum				-----
Sum				2,222.02-

Date - 02/24/17

Check
Amount

8,357,577.88-

1,073,189.41-

9,430,767.29-

9,430,767.29-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

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AIRPORT IMPROVEMENT FUND							
00039 JACKSON & ARRINGTON (LEG	61493	00168239	16000010	SRVS BOBBY CHAIN AIRPORT	02/28/17	256001	502.00-
JACKSON & ARRINGTON (LEG							
Sum							502.00-
Sum							502.00-

CITY OF HATTIESBURG

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MASS TRANSIT FUND							
00073 EMPIRE TRUCK SALES (H'BU	RE006024772:	00167524	16000229	REPRS U#16234 BUS	02/28/17	255965	633.88-

EMPIRE TRUCK SALES (H'BU							633.88-
Sum							-----
00073 MCMULLAN EQUIPMENT CO	169187P	00167353	16000231	CARGO COVER/HANDLER U#20461	02/28/17	256019	262.08-

MCMULLAN EQUIPMENT CO							262.08-
Sum							-----
00073 MS POWER COMPANY	2/17 MASS TR	00201710	16000230	MNTHLY ELEC-MASS TRANSIT	02/28/17	256029	355.78-

MS POWER COMPANY							355.78-
Sum							-----
00073 WATERS INTERNATIONAL TRU	08812506	00168007	16000227	REPRS U#18572 BUS	02/28/17	256098	1,910.75-
00073 WATERS INTERNATIONAL TRU	08812758.02	00168064	16000228	REPRS U#18572	02/28/17	256098	421.99-

WATERS INTERNATIONAL TRU							2,332.74-
Sum							-----
Sum							3,584.48-

Date - 02/24/17

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount

COMMUNITY DEVELOP. BLOCK GRANT							
00082 JONES, ROBERT	TRAV ADVANCE	00168167	16000067	TRAV ADV MACE CONF MERIDIAN	02/28/17	256007	348.00-

JONES, ROBERT							
Sum							348.00-
00082 MS ASSN OF CODE ENFORCEM REG JONES 3/	00168168	16000068	REG JONES CONF MERIDIAN		02/28/17	256023	50.00-

MS ASSN OF CODE ENFORCEM							
Sum							50.00-
00082 MS ASSN OF PLANNING & DE REG WILLIAMS	00168263	16000070	REG WILLIAMS CONF BILXOI		02/28/17	256024	275.00-

MS ASSN OF PLANNING & DE							
Sum							275.00-
00082 WILLIAMS, CLARENCE	TRAV ADVANCE	00168262	16000069	TRAV ADV MAPDD CONF BILOXI	02/28/17	256102	520.00-

WILLIAMS, CLARENCE							
Sum							520.00-

Sum							1,193.00-
Grand Total Level							
Sum							10,210,037.87-