



**Wednesday, July 5, 2023
4:00 PM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Agenda Review

Citizen's Forum

Presentation Agenda

POLICY AGENDA

1. **2023-450** Approve the minutes for the June 19 & 20, 2023 meetings of the City Council.
2. **2023-433** Approve Sanitary Sewer Agreement by and between the City of Hattiesburg and J&E Distributors, Inc. for the acceptance and treatment of Domestic Wastewater and authorize the Mayor to execute the same.
3. **2023-439** Approve Agreement between the City of Hattiesburg and South Mississippi Planning and Development (SMPDD) to serve as host agency partner in the senior community service employment program and authorize the Mayor to execute the same.
4. **2023-432** Adopt a Resolution declaring a portion of property identified as Forrest County Parcel PPIN 38568 necessary for public use, establishing just compensation and authorizing the Mayor to make a fair market value offer to Gary E. Walters, Sr.; Authorize Mayor to execute any and all documents required to complete the transaction and issuance of a manual check.
5. **2023-434** Adopt Resolution authorizing application and continuation for the Mississippi State Department of Health FY2024 Violence Against Women Act (VAWA) S.T.O.P. Grant Program, and approve Memorandum of Agreement between the Hattiesburg Municipal Court and the Domestic Abuse Family Shelter, Inc., to establish the obligations of both entities with respect to the provision of services to eligible victims; and authorize the Mayor to execute the same.

6. **2023-435** Adopt Resolution authorizing application and continuation for the Mississippi State Department of Health FY2024 Violence Against Women Act (VAWA) S.T.O.P. Grant Program, and approve Memorandum of Agreement between the Hattiesburg Police Department and the Domestic Abuse Family Shelter, Inc., to establish the obligations of both entities with respect to the provision of services to eligible victims; and authorize the Mayor to execute the same.
7. **2023-436** Adopt a Resolution re-appointing Randy Pope as City Attorney for the City of Hattiesburg, effective August 1, 2023 to July 31, 2024.
8. **2023-452** Adopt a Resolution naming the Hattiesburg Public Safety Complex in honor of former Mayor Johnny L. Dupree.
9. **2023-453** Adopt a Resolution naming the Hattiesburg Intermodal Facility (Hattiesburg Train Depot) in honor of former Mayor J. Ed. Morgan.

ROUTINE AGENDA

1. **2023-437** Acknowledge receipt of the two-quote docket.
2. **2023-440** Acknowledge bids received March 9, 2023 for the lease of ten (10) motorcycles for the Hattiesburg Police Department and accept the bid of Teddy Morse's Daytona Harley Davidson as the best and only bid received.
3. **2023-456** Acknowledge revisions to the City of Hattiesburg employee handbook.
4. **2023-430** Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {CDBG Entitlement/HOME}
5. **2023-431** Approve and authorize publication of Notice of Availability, Public Hearing and Comment Period for the 2023-2023 Consolidated Plan and 2023 Annual Action Plan
6. **2023-438** Approve claims docket for the period ending June 30, 2023.

Work Session

1. **2023-455** Non business shootings in Hattiesburg - requested by Councilwoman Deborah Delgado.

In Memoriam:

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ronda Kennedy, Clerk of Council
cc:
Date: Wednesday, July 5, 2023
Re: Approve the minutes for the June 19 & 20, 2023 meetings of the City Council.
File Number: 2023-450
Minute Book #

Summary

According to Miss. Code Ann. § 21-15-33, "the minutes of every municipality must be adopted and approved by a majority of all the members of the governing body of the municipality at the next regular meeting or within thirty (30) days of the meeting thereof, whichever occurs first....."

Recommendation Statement

I recommend approval of the minutes.

Please place this on the July 5, 2023 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Deputy Director
cc:
Date: Wednesday, July 5, 2023
Re: Approve Sanitary Sewer Agreement by and between the City of Hattiesburg and J&E Distributors, Inc. for the acceptance and treatment of Domestic Wastewater and authorize the Mayor to execute the same.
File Number: 2023-433
Minute Book #

Summary

Approve Sanitary Sewer Agreement by and between the City of Hattiesburg and J&E Distributors, Inc. for the acceptance and treatment of Domestic Wastewater.

Recommendation Statement

I recommend approval of this item.

Please place this on the July 5, 2023 City Council meeting for consideration.

AGREEMENT

THIS AGREEMENT, entered into on the day and date hereinafter provided by and between the CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation hereinafter referred to as “City” and J & E DISTRIBUTORS , INC., a South Carolina corporation registered to do business in Mississippi and in good standing, hereinafter referred to as “Business” for the purpose of setting forth the terms, conditions and covenants under and consistent with which City will receive only Domestic Wastewater flow from Business into City’s Wastewater Collection System and treatment facility, and to provide for payment of City’s conveyance and treatment charges.

ARTICLE I

Definitions

Section 1.01. DEFINITIONS OF TERMS. Terms and expressions used in this Agreement, including the preamble hereof, shall have the meaning set forth in this Article:

- 1) “*Domestic wastewater*” means liquid and water-carried waste discharge from sanitary conveniences of dwellings, business buildings, institutions and the like, as distinct from wastes in Industrial wastewater.
- 2) “*Exceedance*” means excess flow based on allowable capacity and/or any substances prohibited from discharge into any wastewater collection system in accordance with Chapter 21, Section 24 of City’s Code of Ordinances (Ordinance No. 3167, as adopted by the City Council, including all subsequent amendments).
- 3) “*Fiscal year*” means the twelve (12) month period beginning October 1 of each year.
- 4) “*City*” or “*Hattiesburg*” means the City of Hattiesburg, Mississippi, a municipal corporation.
- 5) “*Infiltration*”, as defined by 40 C.F.R. § 35.2005(b)(20), means water other than wastewater that enters a sewer system (including sewer service connections and foundation drains) from the ground through such means as defective pipes, pipe joints, connections, or manholes. Infiltration does not include, and is distinguished from, inflow.
- 6) “*Inflow*”, as defined by 40 C.F.R. § 35.2005(b)(21), means water other than wastewater that enters a sewer system (including sewer service connections) as a result of rainfall or rainfall induced soil moisture from sources such as, but not limited to, roof leaders, cellar drains, yard drains, area drains, drain from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary sewers, catch basins, cooling towers, storm waters, surface runoff, street wash waters or drainage. Inflow does not include, and is distinguished from, infiltration.

- 7) “*Industrial wastewater*” means the liquid and water born wastes from industrial processes as distinct from wastes in Domestic Wastewater.
- 8) “*Month*” means calendar month.
- 9) “*Operation and maintenance expense*” means the current expense paid or accrued in the operation, maintenance, and ordinary repair of the Wastewater Treatment Facility and Wastewater Collection System of City (including, but not limited to the North and South lagoons) and shall include, without limitation on the generality of the foregoing, capital expenditures, indebtedness, insurance premiums and administrative expenses of City and such other reasonable and necessary current expenses relating to the Wastewater Treatment Facility and Wastewater Collection System, as set forth in paragraph B of Chapter 21, Section 30, of City’s Code of Ordinances (Ordinance No. 3167, as adopted by the City Council, including all subsequent amendments.), a copy of which is attached hereto and made a part hereof, and shall be in accordance with sound accounting practices.
- 10) “*Person*” means and includes the state of Mississippi, a public agency as defined herein, or any municipal entity, town or political subdivision or governmental agency of the State of Mississippi or the United States of America, or any individual, co-partnership, association, firm, trust, State or any other entity whatsoever.
- 11) “*Point of entry*” means the point at which wastewater enters City’s Wastewater Collection System as determined by the City in Section 3.02.
- 12) “*Wastewater*” means Domestic Wastewater.
- 13) “*Wastewater Collection System*” means the array of wastewater pipes, manholes, and pump stations which function to transport wastewater from service sources to a Wastewater Treatment Facility.
- 14) “*Wastewater Treatment Facility*” means the facility of City for treatment and disposal of wastewater, situated in Forrest or Lamar County, Mississippi, as such facility now exists and as it may be hereinafter improved and/or expanded by City.

ARTICLE II

Scope of Agreement

Section 2.01. RESPONSIBILITIES OF THE PARTIES.

- 1) City agrees to accept into its sanitary sewer system and to treat in its wastewater treatment system up to 3,000 gallons of Domestic Wastewater per month delivered by and from the Business.

- 2) Upon final completion of the construction of any needed improvements, Business shall own, operate and maintain that portion of the system which lies upstream of the Point of Entry to the City's Wastewater Collection System.
- 3) Upon final completion of the construction of any needed improvements, City would own, operate and maintain that portion of the sewer system from and including the Point of Entry to the Wastewater Collection System and the downstream lines connecting thereto, not including the metering station, which will be owned, operated, and maintained by Business, as provided in Section 3.05, below.

Section 2.02. EXISTING FACILITIES. If a transmission line, an interceptor, or other directly affected facilities of City should become inadequate, in the opinion of the City Engineer, to properly transport or treat the flow of wastewater from the Business, then upon fifteen (15) days' written notification from City, Business shall refrain from further increasing the flow of wastewater into City's system and, if necessary, shall take reasonable and appropriate steps to reduce such flow to a level deemed appropriate by the City Engineer. City will then promptly proceed to repair, replace, or enlarge its facilities such that Business may, upon completion of the repairs, resume full and unrestricted flow to City. Failure of Business to respond to such notice within fifteen (15) days shall be grounds for immediate suspension of service by City until Business responds to the notice.

Section 2.03. REPAIR OR REPLACEMENT OF FACILITIES. If a transmission line, an interceptor, or other facility transporting the wastewater flow from Business, in the opinion of the City Engineer, requires repair or replacement, Business will pay the cost of such improvement.

Section 2.04. CAPACITY ANALYSIS. The City will establish the capacity of the collection system downstream of Business and communicate the capacity in writing to Business which is hereby incorporated into this contract as if fully set forth herein. The City has the discretion to bill the expense of such capacity studies directly to the Business to Point of Entry. The Business shall operate and maintain the sewer disposal system of the Business such that Infiltration and Inflow are minimized. The Business agrees to diligently pursue reductions in Inflow and Infiltration within the sewer disposal system operated and maintained by Business. The Business will comply with all sanitary sewer overflow rules set forth by the Mississippi Department of Environmental Quality, the United States Environmental Protection Agency, and any other governmental body having legal authority to set standards of sewer transmission systems of comparable size and character.

Section 2.05. EXCEEDANCE OF CAPACITY. In the event Business is in exceedance of capacity, City shall issue a notice of violation. The City shall require the Business to provide a proposed corrective action plan to be approved by City which may include an Infiltration and Inflow study in accordance with standards specified by the City. The corrective action plan shall include a compliance schedule with a detailed plan of corrective action the Business will take, including the manner of corrective action, the timeframe for major milestones, the deadline by which the corrective action will be completed, and the cost of the corrective action.

If the Business does not provide a proposed, detailed, corrective action plan addressing the exceedances satisfactory to the City, the City may then, within its discretion, terminate this Agreement for noncompliance and material breach under Article VII.

ARTICLE III

Discharge of Wastewater, Title, and Metering

Section 3.01. DISCHARGE. Business shall have permission to discharge Domestic Wastewater into City's Wastewater Collection System from Business up to 3,000 gallons per month. Only one structure will be allowed to discharge into Point of Entry as described below. If additional structures desire to connect to the City, a new contract will be required. The activities of Business include a single bathroom with one (1) toilet and one (1) sink.

Section 3.02. POINT OF ENTRY. Business shall discharge its Domestic Wastewater through a point or points of entry designated by City. City hereby designates the following as the Point of Entry, to which Business agrees:

Facility ID **H253**; located west of the southbound lane of US Highway 49; coordinates: 31.373918, -89.362205

Section 3.03. CONVEYANCE TO POINT OF ENTRY. It shall be the sole responsibility of Business, including any liability incurred in connection therewith, to convey such wastewater to the Point of Entry, as specifically defined and agreed to in Section 3.02, through Business's disposal system to City's Wastewater Collection System, said Point of Entry specifically to be the Point of Entry designated and agreed to above. Business shall have sole ownership, construction and maintenance responsibility for the sewer pipe and facilities running and existing between Business's property, as defined in attached exhibit, and the Point of Entry, as specifically defined and agreed to in Section 3.02. City reserves the right to inspect Business's disposal system for irregularities that could result in inadmissible discharges into City's system including, but not limited to, inflow/infiltration, grease, and Industrial wastewater. City shall have no maintenance responsibilities for Business's sewer pipe and facilities. City shall only be responsible for maintenance at and from the Point of Entry, as defined above.

Section 3.04. TITLE TO WASTEWATER AND RESPONSIBILITY THEREFORE. Title to wastewater discharged hereunder shall remain in Business to Point of Entry and, upon passing through Point of Entry, title thereto and all effluent therefrom shall pass to City. Business agrees to save and hold harmless City from all claims, demands and causes of action which may be asserted by any person on account of the reception, transportation, delivery and disposal of Domestic Wastewater while title thereto remains in Business.

Notwithstanding any provision herein to the contrary, Business shall defend and indemnify the City and shall be liable for all direct and consequential damages, expenses, charges, costs, fines, attorney fees, litigation costs, and liabilities that the City may incur as a

result of Business's operation of its sewer disposal system or any discharge of wastewater by Business to the City wastewater treatment plant, or upon City property.

This covenant is not made for the benefit of any third party. City takes responsibility as between the parties hereto for the proper reception and ultimate treatment and disposal of such wastewater received by it from Point of Entry upon the condition that the wastewater meets applicable Federal and State standards and restrictions and/or regulations.

Section 3.05. METERING. At Point of Entry into City's Wastewater Collection System, the necessary equipment and device of standard type for measuring properly all of Business's Domestic Wastewater shall be installed, operated and maintained by Business. Such meter shall be an automatic meter reading (AMR) meter specified by the City to be compatible with the City's automated system and capable of being read remotely and shall be the property of Business. City and Business shall have access to such metering equipment at all reasonable times for inspection and examination. Meters shall be calibrated annually at the end of the fiscal year, at the Business's expense with certified calibration report submitted to the City for verification. If for any reason a meter is out of service or out for repair, or if, upon any test, the accuracy of any meter is found to be inaccurate by ten percent (10%) or more, plus or minus, registration thereof shall be corrected for a period of time extending back to the time when such inaccuracy began, if such a time is ascertainable, and if such a time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months. The out of service or malfunctioning meter shall be repaired by the Business within four weeks of detection of malfunction.

Section 3.06. UNIT OF MEASUREMENT. The unit of measurement for wastewater delivery hereunder shall be one thousand (1,000) gallons, U.S. Standard Liquid Measure.

ARTICLE IV

Comprehensive Sewer Use Provisions

Section 4.01. ADMISSIBLE DISCHARGES. Business agrees that wastewater discharge from its system into City's Wastewater Collection System shall be of such quality that:

- 1) Effluent thereof shall not be in violation of and shall fully comply with Chapter 21, Section 24, of City's Code of Ordinances (Ordinance No. 3167, as adopted by the City Council including all subsequent amendments), a copy of which is attached hereto and made a part hereof; and
- 2) Effluent thereof meets the then current standards of the Mississippi Department of Environmental Quality and the United States Environmental Protection Agency and any other governmental body having a legal authority to set standards for such effluent, including those within any order, judgment, or decree of any United States District Court or Mississippi Commission on Environmental Quality; and

- 3) City's Wastewater Treatment Facility or Wastewater Collection System lines are not damaged to the extent to cause unnecessary repairs or replacement or increased Operation and maintenance expenses; and
- 4) Stormwater inflow or infiltration in any appreciable amount is not introduced into the effluent stream.

Section 4.02. INDUSTRIAL WASTE. Business shall prohibit the discharge of any Industrial waste into its sewer disposal system without prior written consent of City. Before any such consent may be given, the industry shall file with City, with a copy to the Business, a statement showing the representative analysis of the industrial wastewater it wishes to discharge. No consent for the discharge of Industrial wastewater will be given by City if such wastewater does not pass through an inspection manhole located so as to be accessible at all times to inspectors of City and Business. If inspection indicates that damage may be resulting from the discharge, Business shall be responsible to City for any such damages, payable immediately upon determination of the amount of such damages.

Section 4.03. TESTING. Business shall allow City access to its system at any accessible point for purposes of taking samples of Business's wastewater for analysis to insure compliance with ARTICLE IV of this agreement. The results of such analysis will be made available to Business at its request.

Section 4.04. ILLICIT THIRD-PARTY DISCHARGES. Business shall insure that its collection system is protected from illicit third party discharging, including industrial or septic tank discharges.

ARTICLE V

Payments, Structure Limitations, and Annual Adjustments

Section 5.01. INITIATION FEE. Business will pay to the City a sum of \$3,000 upon execution of said agreement.

Section 5.02. CONNECTION FEES. Business shall pay to the City a connection fee in the amount of \$500.00. The parties agree that no connections shall be allowed into Business's system without the approval of City.

Section 5.03. RATE. Business shall pay to City for conveyance and treatment of its wastewater a rate per thousand gallons equal to double the current sewer rate set by Ordinance of the Mayor and Council of the City for those ratepayers within the corporate limits of the City. Rates may be adjusted annually in accordance with any rate changes that the City may impose on its customer base. The volume of Business's flow shall be based on actual metered volume pursuant to the meter in Section 3.05. The Business shall make payment to the City within (30) days of receipt of any invoice.

Section 5.04. CASH DEPOSIT OR PAYMENT BOND. It is hereby agreed that upon entry into and signature of this Agreement, Business will either submit to City a cash deposit, or post a payment bond through an approved surety company, which shall at a minimum be an amount equal to one year's worth of estimated payments made to City by the Business. The cash deposit or bond will be based on the average flow and at the rate as agreed to in the Agreement, unless the City provides notice in writing of another, specific deposit or bond amount. The purpose of such deposits or payments bonds is in the event of triggering Section 5.05 below.

Section 5.05. LATE PAYMENTS. Business agrees that any invoice is due to be paid in full within thirty (30) days of receipt. If full payment is not made with forty-five (45) days, City will provide Business written notice providing Business fifteen (15) days within which Business may come into compliance, or otherwise, City may choose to seek all legal remedies available under the law to recover the outstanding debt to the City.

Such legal remedies include, but are not limited to, utilizing the cash deposit or payment bond provided in Section 5.04 above and seeking judicial intervention to disconnect Business from the City's treatment facilities. Business may be required to construct its own treatment facilities within a reasonable time, during which time Business will continue to pay the City for sewer treatment until disconnected, such payments to be made within thirty (30) days of receipt of any invoice. If continued payment is not made by Business, City may either utilize the cash deposit or call the Payment Bond provided under Section 5.04 above for the purposes of satisfying the Business's continuing payments for ongoing sewer treatment.

Business's failure to make timely payment shall entitle the City, either by this Agreement or through judicial action, to require bond be increased to a sufficient amount to make estimated payments for the length of time needed or required for the Business to provide an alternative method of sewer treatment and to be disconnected from the City's treatment facilities, unless the City provides notice in writing of another, specific time period. The City retains the option to terminate this Agreement for noncompliance and material breach under Article VII.

ARTICLE VI

Effective Date and Term of Agreement

Section 6.01. EFFECTIVE DATE. This Agreement shall become legally binding on the Parties on the date it has been fully executed by all parties ("Effective Date").

Section 6.02. TERM OF AGREEMENT. This Agreement shall be in force and effect from the Effective Date and shall continue in effect from year to year unless either party hereto shall give not less than six (6) months' notice in writing to the other that this Agreement shall no longer be in force and effect; however, in no instance shall this Agreement terminate earlier than the end of any fiscal year. Business understands and acknowledges that a subsequent Council of the City may void this Agreement since the current Council of the City cannot legally bind a subsequent Council. Notwithstanding any provision herein to the contrary, this Agreement may be terminated in accordance with Section 5.05 or Section 7.02.

ARTICLE VII

Miscellaneous Provisions

Section 7.01. INTERRUPTION OF SERVICE.

7.01.1. Force Majeure.

7.01.1.1. Should City be forced to suspend, reduce, or interrupt service to Business because of any emergency condition reasonably beyond the control of the City, including, without limitation, floods, fires, ice, windstorms, lightning, equipment failure, strikes, lockouts, Acts of God, or of the public enemy, or acts, orders, or directives of the federal or state government or court ("Force Majeure"), then the City need not deliver any services that it is unable to deliver by reason of such conditions; nor shall Business be required to pay any charges for services not delivered. In the event a suspension of service is necessary as a consequence of a Force Majeure event, City will notify Business within 24 hours of such event. City will use best efforts to resume service following any such Force Majeure event.

7.01.1.2. In case by reason of "Force Majeure," Business shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if it shall give notice to the City within 24 hours of such event and follow up with full particulars of such "Force Majeure" in writing to the City within three (3) days after occurrence of the event or cause relied on, the obligation of the Business, so far as it is affected by "Force Majeure," shall be suspended during the continuance of the inability then claimed, but for no longer period. The Business shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event of any interruption in service to Business's customers under this paragraph, Business shall provide notice to its customers within 24 hours of initial notice to the City.

7.01.2 Other Suspensions of Service.

7.01.2.1. Should City be forced to suspend, reduce, or interrupt service to Business because of any emergency condition reasonably beyond the control of City, other than a Force Majeure event, then City need not deliver any services that it is unable to deliver by reason of such conditions; nor shall Business be required to pay any charges for services not delivered. In the event a suspension of service is necessary as a consequence of an emergency condition other than a Force Majeure event, City will notify Business within 24 hours of such event. Business shall provide notice to its customers of any interruption in service under this paragraph within 24 hours of initial notice by the City.

City will use best efforts to resume service following any such emergency event.

7.01.2.2 In case of an emergency event described in 7.01.2.1, if Business shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if Business shall give notice to the City within 24 hours of such event and follow up with full particulars of such emergency event in writing to the City within three (3) days after occurrence of the event or cause relied on, the obligation of Business, so far as it is affected by the emergency event, shall be suspended during the continuance of the inability then claimed, but for no longer period. Business shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event of any interruption in service to Business's customers under this paragraph, Business shall provide notice to its customers within 24 hours of its initial notice to the City.

Section 7.02. BREACH. This Agreement may be terminated by either party for a material breach of the Agreement by the other party. Material breach is a breach which is so substantial that it excuses the non-breaching party from performing their duties under the Agreement or a breach which is so substantial that it impairs the entire Agreement as a whole and renders the purpose of the Agreement defeated. The failure to perform any of the requirements as set forth in Section 3.05, Section 4.01, Section 4.03 and Section 4.04 shall constitute a material breach of this agreement. Failure to perform these listed Sections is not intended to be all inclusive or exhaustive of what constitute a material breach. Further, the failure of either party to exercise their right to declare an act a material breach shall not constitute a waiver of that right.

In the event of termination under this provision, the party terminating shall give written notice by mail to the other party at the address listed in Section 7.05 and termination shall be effective following a transition period to accomplish the disconnection not to exceed twelve months from the notice of termination, unless otherwise agreed in writing by both parties.

In case of termination, all obligations that are still executory on both sides are discharged as of the effective date of the termination. However, rights based on prior breach or prior performance, the indemnification provisions, and the records retention provisions shall survive.

Section 7.03. AMENDMENTS. No amendment or waiver of any provision of this Agreement shall be effective unless the same is in writing and signed by all Parties to this Agreement. Further, this Agreement supersedes any and all prior agreements, either written or oral, between the Parties with respect to the subject matter of this Agreement.

Section 7.04. ASSIGNMENT. No Party to this Agreement may assign delegate, pledge, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

Section 7.05. NOTICE. Except as otherwise provided herein (ex. Interruption of Service), all notices and other communications required or permitted to be given under the provisions of this Agreement shall be in writing [including by electronic mail ("e-mail")] and shall be mailed, e-mailed or delivered in person, as follows:

If Notice is to Business by mail or in person:

J&E Distributors
ATTN: Trey Troney
377 Rawls Springs Loop Rd.
Hattiesburg, MS 39402

If Notice is to Business by electronic mail:

J&E Distributors
ATTN: Trey Troney
Email Address: trey@tusasc.com

If Notice is to City by mail:

City of Hattiesburg
ATTN: City's Director of Water and Sewer
Post Office Box 1898
City, MS 39403-1898

If Notice is to City in person:

City of Hattiesburg
ATTN: City's Director of Water and Sewer
200 Forrest Street
City, MS 39401

If Notice is to City by electronic mail:

Hattiesburg
ATTN: City's Director of Water and Sewer
Email Address: ahowe@hattiesburgms.com

Notice to any Party may also be provided to the attention of such other person and to such other address or e-mail address as may be designated by such Party in a written notice to the other Party to this Agreement.

Section 7.06. SEVERABILITY. Any provision of this Agreement that is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability, or non-authorization without invalidating the remaining provisions of this Agreement, or affecting the validity, enforceability, or authorization of such provision in any other jurisdiction.

Section 7.07. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Section 7.08. GOVERNING LAW, VENUE AND INTERPRETATION. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MISSISSIPPI, WITHOUT REFERENCE TO THE CONFLICT OF LAW PRINCIPLES THEREOF AND VENUE FOR ANY ACTION AT LAW OR IN EQUITY SHALL BE A COURT OF COMPETENT JURISDICTION IN FORREST OR LAMAR COUNTY, MISSISSIPPI. Additionally, should any provision of this Agreement require interpretation or construction, this Agreement shall be interpreted and construed without any presumption that the provisions of this Agreement are to be construed against the Party which itself, or through its agents or attorneys, prepared this Agreement. The Parties and their respective attorneys have fully and equally participated in the preparation, negotiation, review, and approval of this Agreement.

Section 7.9. WAIVER. No waiver or failure to insist on performance of a term or condition of this Agreement shall be construed as a waiver of the term or condition absent a writing clearly stating that the condition is being waived. A written waiver shall be applicable only for the period of time stated and shall not be construed as a waiver of indefinite duration.

Section 7.10. HEADINGS. The Article, Section and any Subsection headings used herein have been inserted for convenience of reference only and do not constitute matters to be considered in interpreting this Agreement.

Section 7.11. AUTHORITY TO CONTRACT AND EXECUTE. Each individual executing and signing this Agreement warrants and represents that he/she has been authorized to execute the Agreement on behalf of the parties to this Agreement.

Section 7.12. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which then together shall constitute one and the same agreement.

Section 7.13. FURTHER ASSURANCES. The Parties agree that each shall and will upon reasonable request of the other, make, do, execute, or cause to be made, done, or executed, all such further and other lawful acts, deeds, things, devices and assurances whatsoever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.

Section 7.14. ENFORCEMENT, RECOVERY OF COSTS AND EXPENSES. Should it become necessary for any Party to this Agreement to engage an attorney (or attorneys) to take any action (through litigation or otherwise) to enforce any provision of this Agreement, then the prevailing party shall be entitled to recover its actual costs and expenses, including reasonable attorneys' fees and expert witness fees, in addition to any other or further relief to which it may be entitled.

IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be executed by their duly authorized officers on this the ____ day of _____, 2023.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

Kermas Eaton
City Clerk

By: _____
Mayor Toby Barker

ATTEST:

J&E Distributors, Inc.

By: _____
Trey Troney



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Wednesday, July 5, 2023

Re: Approve Agreement between the City of Hattiesburg and South Mississippi Planning and Development (SMPDD) to serve as host agency partner in the senior community service employment program and authorize the Mayor to execute the same.
File Number: 2023-439
Minute Book #

Summary

Recommendation Statement

Please place this on the July 5, 2023 City Council meeting for consideration.



Southern Mississippi Planning & Development District

BUILDING A STRONGER MISSISSIPPI

June 9, 2023

Mayor Toby Barker
P. O. Box 1898
Hattiesburg, Mississippi 39403

Re: Senior Community Service Employment Program/PY2023-24 Annual Agreements

Dear Mayor Barker:

Thank you for your interest in serving as a Host Agency Partner with the ***Senior Community Service Employment Program (SCSEP)***. The ***SCSEP*** is a Financial Assistance/Job Training Program for older workers, in which enrollees provide community service up to 29 hours per week, while training to increase skills and gain unsubsidized employment. The ***SCSEP*** is authorized by Title V of the Older Americans Act, and is funded by the U.S. Department of Labor. As our flyer states, ***"We pay them. You train them."*** Now, that is a good deal for everyone!

Today, I am mailing two sets of original ***SCSEP Host Agency Agreements*** to you. Each set consists of one federal and one state agreement. These Agreements clearly state the responsibilities of the Host Agency involved in this very worthwhile community endeavor. **Please sign and date all four agreements where highlighted in yellow. Then, please return Set #1 to me, by mail, for our Host Agency files.** I thank you.

Please know that I am passionate about this program because it "gives" nothing by entitlement. Through our sponsor, **Southern Mississippi Planning and Development District**, enrollees earn minimum wages for ONLY those hours they actually work. Their only additional benefit is the **Workers' Compensation coverage this program provides**, which protects both our older workers and their host agencies.

This is a wonderful job-readiness program that allows older workers in **your** community to receive wages from us, while working for you. It is definitely a WIN-WIN-WIN situation that has served government offices and nonprofit agencies since 1965. Again, thank you for your interest and I look forward to working with your municipality for many years to come.

Sincerely,

Janice Hale, SCSEP Project Director and Department Head
Southern Mississippi Planning and Development District
Direct Extension: (228) 314-1433
Email: jhale@smpdd.com

Enclosures: 2 Sets of Host Agency Agreements; Program Reference Sheet; SCSEP Flyers

**2022-23 SMPDD/SCSEP
Annual Host Agency Agreements**

Set #2

Please sign, date and keep for your records.

Thank You



STATE OF MISSISSIPPI
JONATHON TATE REEVES, GOVERNOR
DEPARTMENT OF EMPLOYMENT SECURITY
MARK HENRY
EXECUTIVE DIRECTOR

SCSEP Host Agency Agreement

As part of the Senior Community Service Employment Program, operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by the:

City of Hattiesburg - Mississippi

a governmental agency or a **non-profit agency** designated under Section 501(c)(3) of the Internal Revenue Code, (hereinafter referred to as the Host Agency), and

Southern Mississippi Planning and Development District

Sponsor Agency.

The intent of this agreement is to furnish useful community service assignments for low-income mature workers who are 55 years of age or older, in order to increase their skills and assist transition to permanent employment.

The Host Agency agrees:

- To provide a safe and healthful environment, adequate orientation and training, additional training as needed to meet employment goals, and to treat each participant as a valued worker in the Host Agency.
- To assist the Sponsor agency in placing one or more participants per year in a job off of the program; and to consider participants for regular employment on its staff when vacancies occur or when new positions are created.
- To abide by mutually agreed to schedules, documented by properly prepared time sheets and periodic performance evaluations. Participants may be required to attend periodic meetings during regular working hours, and the Host Agency recognizes that they will be unavailable at the Host Agency during these times.
- To ensure that each participant's assignment does not displace currently employed or laid-off workers, replace others working in assisted programs, or reduce regular house work, wages or benefits.
- Not to discriminate against any participant because of race, color, religion, sex, national origin, or disability.

- To send a representative to a group meeting of host agency supervisors. Group meetings of host agency supervisor or designated representatives will be held annually to acquaint all concerned with the SCSEP goals and objectives.
- That no other national Title V SCSEP project sponsor will use this Host Agency site while this Agreement is in effect; and
- **To inform the Sponsor Agency immediately if its Section 501(c)(3) certification is changed.**

The Sponsor Agency Agrees:

- To recruit, enroll, assess and assign a SCSEP participant to the Host Agency for the purpose of engaging in a productive community service assignment with duties and tasks as specified in a written community service assignment description.
- To be responsible for all administrative and fiscal controls for the assignment and for paying wages and providing required fringe benefits to each participant.

The Sponsor Agency reserves the right to reassign any participant whenever reassignment will increase opportunities for training or unsubsidized employment, will serve the best interest of the participant, or will better support the goals and objectives of the SCSEP program.

This agreement may be amended by mutual agreement.

This Agreement is in effect from: July 1, 2023 to June 30, 2024

SIGNED - HOST AGENCY

Name of Agency: City of Hattiesburg - Mississippi

Address: 200 Forrest St., Hattiesburg, MS 39401

(Please submit physical address to include street, city/town & ZIP)

Mailing address if different from above: P.O. Box 1898, Hattiesburg, MS 39403

(Please include street and/or P.O. Box, city/town & ZIP)

Telephone number: (601) 545-4584 Fax number: (601) 545-1962

Federal Employer Identification Number: 64-6000432 State: Mississippi

Representative's Name: Mr. Toby Barker Title: Mayor

Signature: _____ **Date:** _____

Supervisor's email address (if applicable): mayor@hattiesburgms.com

SIGNED - SCSEP PROJECT SPONSOR

Project Sponsor: Southern Mississippi Planning and Development District

Name & Title: Janice Hale, Project Director Phone: (228) 868-2311 Fax: (228) 868-2550

Signature: Janice Hale **Date:** 06.09.2023

Program Manager's email address: jhale@smpdd.com

DEFINITION OF HOST AGENCY STATUS

☐ This host agency is a certified non-profit agency under Section 501(c)(3) of the United States Internal Revenue Code. FEIN: _____ (Required by USDOL)

☐ 501(c)(3) documentation is attached to this agreement.

☐ 501(c)(3) documentation is already on file with the sponsor.

or

☒ This host agency is a government agency. FEIN: 64-6000432 (Required by USDOL)

Host Agency Responsibilities

It is the Host Agency's responsibility to:

Provide training so enrollees can improve existing skills and acquire new ones.

Provide job-related orientation to the enrollees.

Designate an individual to supervise the enrollee.

Provide the materials and equipment necessary for enrollees to perform job duties.

However, enrollees are never to be given the keys to a Host Agency office for the purpose of opening or closing said office to the public. Enrollees may not operate Host Agency vehicles. Enrollees are not allowed to handle cash transactions without direct Host Agency supervision.

Include enrollees in staff-development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure they are completed correctly and forwarded to the Project Director.

Assure enrollees do not work more than the 20 hours per week authorized by the Senior AIDES Program.

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure enrollees do not displace or replace paid employees.

Provide a safe and hazard-free working environment for the enrollee and report all accidents immediately to the Project Director.

SCSEP Host Agency Agreement PY2023

To comply with the requirements of the Center for Workforce Inclusion (CWI) Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered by

City of Hattiesburg - Mississippi

hereinafter referred to as the Host Agency, and

Southern Mississippi Planning and Development Districts

hereinafter referred to as the Sponsor Agency.

The Host Agency agrees to provide a safe and healthful work site for each job seeker, to provide the orientation and training necessary to perform assigned duties in accordance with a written community service assignment description, to provide additional training as opportunities occur, and, to the extent possible, treat each job seeker as a regular member of the Host Agency staff.

Regarding COVID guidelines, the Host Agency agrees to inform the Sponsor Agency of its policies regarding wearing masks, vaccines, and social distancing, including any and all amendments to these policies. Additionally, the Host Agency recognizes that the Sponsor Agency will be following applicable federal, state, and/or local COVID guidelines and will respect changes to SCSEP status that the Sponsor Agency may make in response to COVID.

The Host Agency is to immediately notify the Sponsor Agency if any job seeker has been exposed to the COVID virus, when applicable.

The Host Agency agrees to consider each job seeker for regular employment, either full-time or part-time, when vacancies occur in the Host Agency staff or when new positions are created. The Host Agency will also recommend suitable training for unsubsidized placement of the job seeker. A detailed training plan, which includes skills to be attained and timelines for achieving the goal, will be documented in the job seeker's Individual Employment Plan (IEP) and Community Service Assignment Description. The Community Service Assignment Description must specify the nature of the assignment, the hours each job seeker will train, specific duties and tasks to be performed.

As the onsite day-to-day supervisor of assigned job seekers, the Host Agency agrees to document any inappropriate work behaviors of job seekers that may lead to progressive discipline or other incidents and call and discuss with the Project Sponsor.

The Host Agency may allow an alternative or temporary community service assignment to include remote or telework. Such arrangements still require the Host Agency to provide
Host Agency Agreement – PY2023

adequate supervision and equipment. Provision of the remote or telework assignment must be documented in the Community Service Assignment Description for Remote Work. The Host Agency must notify the Project Sponsor before initiating this type of assignment and agrees to requirements outlined in the Sponsor Agency's "SCSEP Remote Work Policy," and "Remote Work Approval Instructions." These documents will be provided by the Sponsor Agency upon request.

The Host Agency also agrees to notify the Project Sponsor of any unscheduled leave time of the job seekers, particularly absences of three days or longer.

The Host Agency understands that the length of time that a job seeker may remain in the same assignment will be determined in their Individual Employment Plan (IEP). The Host Agency understands that the Sponsor Agency may reassign any job seeker when that reassignment will increase the job seeker's opportunities for training or unsubsidized employment or will otherwise serve the best interests of the job seeker.

While this agreement is in effect, the Host Agency agrees to not provide community service assignments for job seekers serving through another national Title V project sponsor.

The Host Agency agrees to abide by the hours and work schedules mutually agreed to for each job seeker and to provide properly prepared time sheets (the supervisor will confirm that the job seeker worked the hours claimed on their time sheet and will assure that both they and the job seeker sign the time sheet); periodic performance evaluations; and other required documents. The Host Agency agrees and understands that each job seeker will be required to attend periodic SCSEP meetings during regular working hours.

The Host Agency agrees that the community service assignments for any job seeker are to be like "in demand" or "growth industries" private sector jobs, such as health care, child daycare, education, or green jobs. However, these assignments will not result in the displacement of currently employed workers, nor in a reduction in non-overtime hours of work, wages, or benefits; will not impair any existing contract for service or result in the substitution of the wages of the job seeker for other funds in connection with work which otherwise would be performed; will not be a substitution for any existing federally-assisted job; and will not be a position which is the same as or substantially the same as that occupied by any other person who is on lay-off or absent due to labor disputes. Further, the Host Agency agrees that it will not discriminate against a job seeker on the grounds of race, color, age, religion, sex, national origin, age, or disability.

The Host Agency agrees that job seekers currently assigned to the Host Agency are not permitted to volunteer at the Host Agency, whether it be similar activity as the Community Service Assignment or any other activity.

The Host Agency agrees to send a representative to a Host Agency supervisors' meeting. Host Agency supervisors' meetings will be held at least annually to acquaint all concerned with the SCSEP goals and objectives. The Host Agency agrees to participate in the DOL Customer Satisfaction Surveys if solicited.

The Host Agency agrees to provide documentation of in-kind contributions. Further, it is understood by the Host Agency and the Sponsor Agency that any contribution, whether cash or in-kind, by the Host Agency is purely voluntary and is not a condition for the assignment of any job seeker.

The Host Agency certifies by this Agreement that it is a governmental agency or is a non-profit agency which is currently certified as a Section 501(c) (3) organization under the Internal Revenue Code. In addition, the Host Agency will provide its Federal Employer Identification Number (FEIN). Further, if the Host Agency is certified as a Section 501(c) (3) agency, a copy of that certification is attached. The Host Agency agrees to inform the Sponsor Agency immediately if the Section 501(c) (3) certification is revoked.

The Sponsor Agency agrees to recruit, enroll, and assign a job seeker to the Host Agency for engaging in productive community service employment.

The Sponsor Agency agrees to be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing fringe benefits and workers compensation coverage to each job seeker. The Host Agency does not pay wages or provide fringe benefits or Workers' Compensation insurance to job seekers.

Indemnification. The Host Agency agrees to indemnify, defend and hold harmless the Sponsor Agency, its representatives, directors, officers, agents, invitees, job seekers and employees, and its Affiliates and their respective directors, officers, employers, job seekers and agents from and against any Claim for costs, fees, penalties, expenses, third-party damages, attorneys' fees and all other liabilities to any third party whatsoever ("Losses"), that result or arise from any allegation of bodily injury, death, or damage to real and/or tangible personal property, incurred during the activities and projects that arise from this Agreement, to the extent proximately caused by the negligence, gross negligence or intentional misconduct of the indemnifying party (i.e., Host Agency), its employees, partners, agents, invitees, job seekers and contractors.

"Claim" means any and all third-party claims, suits, and proceedings. "Loss" means any and all losses, damages, costs, expenses, liabilities, obligations, judgments and claims of any kind (including reasonable attorneys' fees and all expenses and costs of investigation and litigation).

This indemnification provision shall survive the term of this Agreement, or any cancellation or abandonment of the terms and conditions contemplated herein.

Force Majeure. Under no circumstance will the Sponsor Agency be liable for any loss or damage caused by nonperformance due to circumstances beyond the Sponsor Agency's control, such as a pandemic, disease, natural disasters, war, acts of terrorism, civil unrest, and strikes.

This Agreement may not be amended except upon written agreement between the parties.

This Agreement is in effective from
July 1, 2023 to June 30, 2024

Definition of Host Agency Status

(Check one)

- ☒ This host agency is a government agency. FEIN 64-6000432 (Required by USDOL).
- ☐ This host agency is a certified non-profit agency under Section 501(c) (3) of the United States Internal Revenue Code. FEIN _____ (Required by USDOL).
_____ **501(c) (3) documentation is attached.**

Signed — Host Agency

Host Agency: City of Hattiesburg - Mississippi

Representative's Name: Toby Barker

Representative's Signature: _____

Host Agency Title: Mayor

Host Agency Supervisor: _____

Address: 200 Forrest St., Hattiesburg, MS 39401

Mailing address if different from above: P.O. Box 1898, Hattiesburg, MS 39403

Phone: (601) 545-4584 Fax: (601) 545-1962

Email: mayor@hattiesburgms.com Date: _____

Signed — SCSEP Sponsor Agency

SCSEP Sponsor: Southern Mississippi Planning and Development

Representative's Name: Janice Hale

Representative's Signature: Janice Hale

Title: Program Director and Department Head

Address: 10441 Corporate Drive, Suite #1, Gulfport, MS 39503

Phone: (228) 868-2311 Fax: (228) 868-2550

Email: jhale@smpdd.com Date: 06.09.2023

Host Agency Responsibilities

It is the Host Agency's responsibility to:

Provide training so enrollees can improve existing skills and acquire new ones.

Provide job-related orientation to the enrollees.

Designate an individual to supervise the enrollee.

Provide the materials and equipment necessary for enrollees to perform job duties.

However, enrollees are never to be given the keys to a Host Agency office for the purpose of opening or closing said office to the public. Enrollees may not operate Host Agency vehicles. Enrollees are not allowed to handle cash transactions without direct Host Agency supervision.

Include enrollees in staff-development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure they are completed correctly and forwarded to the Project Director.

Assure enrollees do not work more than the 20 hours per week authorized by the Senior AIDES Program.

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure enrollees do not displace or replace paid employees.

Provide a safe and hazard-free working environment for the enrollee and report all accidents immediately to the Project Director.



**WE PAY
THEM
YOU TRAIN
THEM**

**NOW, THAT'S
A GREAT DEAL!**



SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP)



With budgets cut, programs curtailed, and staff reduced, many community organizations could use some help. That's where the Senior Community Service Employment Program (SCSEP) comes in.

We place qualified older adults to assist non-profit organizations and government agencies like yours while receiving **on-the-job** training.

Find out more about SCSEP and how you could become a Host Agency by contacting:

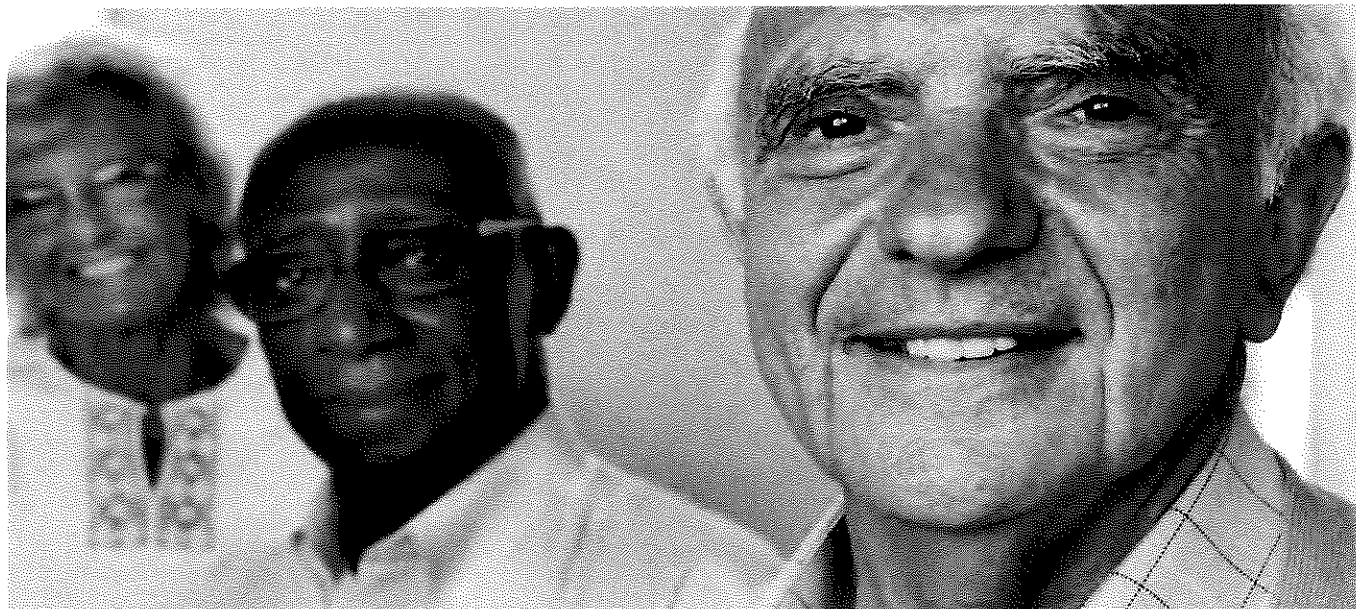
Contact Us: Jan Hale

**Southern Mississippi Planning and Development District
10441 Corporate Drive, Suite 1, Gulfport, MS 39503**

Office: (228) 314-1433

Email: jhale@smpdd.com

The Center for Workforce Inclusion's Senior Community Service Employment Program (SCSEP) is funded by a grant from the U.S. Department of Labor Employment and Training Administration. SCSEP is an equal opportunity program. Auxiliary aids and services are available upon request to individuals with disabilities.



Imagine up-to-date skills in the hands of those with old-fashioned work ethics.

We know where to find people like that. They're adults age 55 and over who have been working part-time with the Senior Community Service Employment Program – SCSEP.

SCSEP helped them update their skills for today's work world. They already had the sense of loyalty and strong work ethics. Now, they're ready for full time employment.

Yes, they're older. But they just might change your misconceptions about older workers.

Contact us and we'll connect you with just the right person.



The Senior Community Service Employment Program (SCSEP) is funded by a grant from the U.S. Department of Labor Employment and Training Administration. SCSEP is an equal opportunity program. Auxiliary aids and services are available upon request to individuals with disabilities.

Contact Us

Jan Hale

SCSEP Project Manager

**Southern Mississippi Planning and Development District
10441 Corporate Drive, Suite 1**

Gulfport, MS 39503

Office: (228) 314-1433

Email: jhale@smpdd.com

ADULTS 55+, MINIMUM WAGE, UP TO 29 HOURS PER WEEK



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Deputy Director
cc:
Date: Wednesday, July 5, 2023
Re: Adopt a Resolution declaring a portion of property identified as Forrest County Parcel PPIN 38568 necessary for public use, establishing just compensation and authorizing the Mayor to make a fair market value offer to Gary E. Walters, Sr.; Authorize Mayor to execute any and all documents required to complete the transaction and issuance of a manual check.
File Number: 2023-432
Minute Book #

Summary

Adopt a Resolution declaring a portion of property identified as Forrest County Parcel PPIN 38568 necessary for public use, establishing just compensation and authorizing the Mayor to make a fair market value offer to Gary E. Walters, Sr.; Authorize Mayor to execute any and all documents required to complete the transaction and issuance of a manual check.

Recommendation Statement

I recommend approval of this item.

Please place this on the July 5, 2023 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Phillip McSwain, Municipal Court Clerk

cc: Adam Moore, Grants Coordinator

Date: Wednesday, July 5, 2023

Re: Adopt Resolution authorizing application and continuation for the Mississippi State Department of Health FY2024 Violence Against Women Act (VAWA) S.T.O.P. Grant Program, and approve Memorandum of Agreement between the Hattiesburg Municipal Court and the Domestic Abuse Family Shelter, Inc., to establish the obligations of both entities with respect to the provision of services to eligible victims; and authorize the Mayor to execute the same.
File Number: 2023-434
Minute Book #

Summary

FY24 VAWA STOP Grant Application and Continuation

Recommendation Statement

I recommend adoption of a Resolution authorizing application and continuation for the Mississippi State Department of Health FY2024 Violence Against Women Act (VAWA) S.T.O.P. Grant Program, and approval of a Memorandum of Agreement between the Hattiesburg Municipal Court and the Domestic Abuse Family Shelter, Inc., to establish the obligations of both entities with respect to the provision of services to eligible victims; and authorize the Mayor to execute the same.

Please return executed copy via email to Adam Moore by 7/11/2023.

Please place this on the July 5, 2023 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Peggy Sealy, Chief of Police

cc: Adam Moore, Grants Coordinator

Date: Wednesday, July 5, 2023

Re: Adopt Resolution authorizing application and continuation for the Mississippi State Department of Health FY2024 Violence Against Women Act (VAWA) S.T.O.P. Grant Program, and approve Memorandum of Agreement between the Hattiesburg Police Department and the Domestic Abuse Family Shelter, Inc., to establish the obligations of both entities with respect to the provision of services to eligible victims; and authorize the Mayor to execute the same.
File Number: 2023-435
Minute Book #

Summary

FY2024 VAWA STOP Grant Application and Continuation (HPD)

Recommendation Statement

I recommend adoption of a Resolution authorizing application and continuation for the Mississippi State Department of Health FY2024 Violence Against Women Act (VAWA) S.T.O.P. Grant Program, and approval of a Memorandum of Agreement between the Hattiesburg Police Department and the Domestic Abuse Family Shelter, Inc., to establish the obligations of both entities with respect to the provision of services to eligible victims; and authorize the Mayor to execute the same.

Please return executed copy via email to Adam Moore by 7/11/2023.

Please place this on the July 5, 2023 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones
cc: Ann Jones
Date: Wednesday, July 5, 2023
Re: Adopt a Resolution re-appointing Randy Pope as City Attorney for the City of Hattiesburg, effective August 1, 2023 to July 31, 2024.
File Number: 2023-436
Minute Book #

Summary

Recommendation Statement

I recommend this item be added to the Council agenda for consideration.

Please place this on the July 5, 2023 City Council meeting for consideration.

RESOLUTION

RESOLUTION FOR APPOINTING CITY ATTORNEY FOR CITY OF HATTIESBURG

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

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

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

Section 1. That Randy Pope be and is hereby appointed as City Attorney, effective August 1, 2023 and ending July 31, 2024.

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of July, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of July, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Pope & Pope, P.A.

Moran M. Pope, Jr. (1922-2017)
Moran M. Pope, III

Attorneys and Counselors
Post Office Box 17527
Hattiesburg, Mississippi 39404-7527

Telephone 601-268-9997
Email: randypope@popelaw.com

June 25, 2022

HAND-DELIVERED

Honorable Mayor and City Council
The City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

Re: Re-employment of Moran M. Pope, III, as City Attorney

Dear Mayor and Council Members:

As you may know, *Miss. Code Ann.* § 21-15-25 provides that “the governing authorities may annually appoint an attorney-at-law for the municipality, prescribe his duties and fix his compensation.” The purpose of this letter is to set forth generally my understanding of the terms of my re-employment as municipal attorney for the City of Hattiesburg (“the City”) beginning on August 1, 2023.

My understanding of the legal services to be performed and the compensation to be paid for those services are as follows:

1. As municipal attorney, I will handle administrative legal work for an annual salary of \$70,000.00.
2. I will handle litigation and other work not considered administrative legal work involving the City at an hourly rate of \$200.00 per hour. I am mindful of the costs of legal services and understand that every client desires to avoid unnecessary expense. Accordingly, I will seek at all times to represent the City efficiently and effectively.
3. For representing the City in connection with the matter of issuing or refunding municipal bonds, I will receive not more than one percent (1%) of the amount of the bonds issued or refunded up to \$500,000.00, and not more than one-half of one percent (0.5%) of that part of the amount of the bonds issued or refunded in excess of \$500,000.00, as authorized by applicable Mississippi statutes.
4. Expenses and costs incurred on City business, such as mileage and filing fees, will be paid by the City. Applicable travel expense will be billed at a rate as is provided by applicable law. If commercial transportation is necessary, the actual expense incurred will be billed to the City at the lowest fare available.

Honorable Mayor and City Council
The City of Hattiesburg
June 25, 2023
Page Two

5. At any time, but only upon my request, the Mayor and City Council will consider the employment of outside counsel to handle or assist me in the representation of the City.

For purposes of this engagement letter, the following definitions are submitted:

(i) "Administrative legal work" shall include attendance at all regular and special meetings of the City Council; review of all ordinances, resolutions, orders, etc., in connection with such meetings; written and oral legal opinions to the Mayor and the City Council on routine matters; and consultation (whether in person or by telephone) with the Mayor, members of the City Council, or other staff and employees at the request of the Mayor, Department Heads, or the City Council.

(ii) "Litigation and Non-Administrative" shall include suits or claims filed, threatened or asserted against the City or any of its officers, agents or employees to whom the City is liable for a defense or intergovernmental proceedings or activities instituted by the City or in which the City is otherwise joined or chooses to participate as an interested party. "Other non-administrative legal work" not considered administrative legal work and for which the litigation hour billing will apply shall include document preparation and filing as well as appearances before administrative or quasi-judicial bodies, and non-routine, complex or unusually time-consuming matters.

In addition to the foregoing definitions, the following provisions are also applicable:

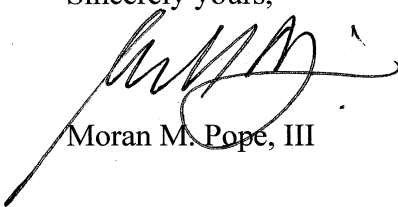
(a) The employment shall be in full force and effect for a period beginning on August 1, 2023, and continuing through July 31, 2024.

(b) I shall always be mindful of the fact that, as required by the ethics of the legal profession, my client is the City of Hattiesburg and its citizens corporately, not the Mayor or the members of the Council alone.

I believe that the above and foregoing terms and provisions outline in reasonable detail my agreement with the City to serve as regular City Attorney.

It is indeed a privilege to represent the City and to work with you. I sincerely appreciate the opportunity to represent the City.

Sincerely yours,



Moran M. Pope, III



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones
cc:
Date: Wednesday, July 5, 2023
Re: Adopt a Resolution naming the Hattiesburg Safety Complex in honor of former Mayor Johnny L. Dupree.
File Number: 2023-452
Minute Book #

Summary

Adopt a Resolution naming the Hattiesburg Safety Complex in honor of former Mayor Johnny L. Dupree.

Recommendation Statement

I recommend that this item be added to the Council agenda for consideration.

Please place this on the July 5, 2023 City Council meeting for consideration.

RESOLUTION

WHEREAS the City of Hattiesburg from time to time honors and memorializes certain individuals who have made significant contributions to the City, State or Nation;

WHEREAS Mayor Johnny L. Dupree served as Mayor of the City of Hattiesburg from July 2001 through June 2017 and was the city’s longest serving Mayor; and

WHEREAS Mayor Johnny L. Dupree was the city’s first African American elected as Mayor in the City of Hattiesburg; and

WHEREAS Mayor Dupree worked in partnership with previous City Councils to lay the vision, design and ground work for the future Hattiesburg Safety Complex. Mayor Dupree oversaw the renovation of the old Hattiesburg Grocery building on Klondyke Street to provide for temporary relocation of the Hattiesburg Police Department. He also oversaw the development of a new facility for the Parks and Recreation Grounds Maintenance Division at Tatum Park. All of these provided the logistical readiness of the site for the future development of the Hattiesburg Safety Complex; and

WHEREAS Mayor Dupree has served on numerous boards and commissions in Hattiesburg and across the state and country, including the Hattiesburg Public School District Board of Trustees and the Forrest County Board of Supervisors; and

WHEREAS Mayor Dupree has been a longtime resident of the City of Hattiesburg;

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Hattiesburg do hereby name the Hattiesburg Safety Complex in honor of former Mayor Johnny L. Dupree.

The above and foregoing Resolution, having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of July, A.D., 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of July A.D., 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones
cc:
Date: Wednesday, July 5, 2023
Re: Adopt a Resolution naming the Hattiesburg Intermodal Facility (Hattiesburg Train Depot) in honor of former Mayor J. Ed. Morgan.
File Number: 2023-453
Minute Book #

Summary

Adopt a Resolution naming the Hattiesburg Intermodal Facility (Hattiesburg Train Depot) in honor of former Mayor J. Ed. Morgan.

Recommendation Statement

I recommend that this item be added to the Council agenda for consideration.

Please place this on the July 5, 2023 City Council meeting for consideration.

RESOLUTION

WHEREAS the City of Hattiesburg from time to time honors and memorializes certain individuals who have made significant contributions to the City, State or Nation;

WHEREAS Mayor J. Ed Morgan served as Mayor of the City of Hattiesburg from July 1989 through June 2001; and

WHEREAS Mayor J. Ed Morgan worked in partnership with previous City Councils, as well as federal and state delegations, to secure funding for the renovation of the Hattiesburg Intermodal Facility (Hattiesburg Train Depot). This project provided for the full restoration of the Historic Hattiesburg Train Depot which today is home to Amtrak, Hattiesburg Hub City Transit and Hattiesburg Tourism Commission; and

WHEREAS Mayor Morgan has served on numerous boards and commissions in Hattiesburg and across the state and country, including the Hattiesburg City Council, Mississippi State Senate and Mississippi Department of Revenue; and

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Hattiesburg do hereby name the Hattiesburg Intermodal Facility in honor of former Mayor J. Ed Morgan.

The above and foregoing Resolution, having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of July, A.D., 2023.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of July A.D., 2023.

ATTEST:

CITY CLERK

APPROVED:

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Sylvester London, Division Manager
cc:
Date: Wednesday, July 5, 2023
Re: Acknowledge receipt of the two-quote docket.
File Number: 2023-437
Minute Book #

Summary

Acknowledge receipt of the unadvertised bid docket for the period of May 26, 2023 through June 23, 2023, covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-7-13 (B) of the Mississippi Code.

Recommendation Statement

Attached is the unadvertised bid docket for the period of May 26, 2023 through June 23, 2023, covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review, approval, and acknowledgement on the minutes of the City Council. Should there be any questions, please feel free to contact my office.

Please place this on the July 5, 2023 City Council meeting for consideration.

SUCCESSFUL BID/ OTHER BID	PURCHASE ORDER	BID AMOUNT	ITEM DESCRIPTION
REI	2303698	\$ 25,224.02	CAMERAS FOR 7 NEW BUSES
SEON		\$ 28,495.02	
CONCEPT SEATING GOVERNMENT LLC EFURNITUREMAS	2303737	\$ 9,456.91 \$ 10,710.00	DISPATCHERS 24 HOURS CHAIRS
SPORTWORKS GLOBAL LLC BYK-RAK	2303764	\$ 15,060.65 \$ 17,605.00	BUS BIKE RACKS FOR 7 NEW BUSES
LES INDUSTRIES TAG RIVE-SYD DIAMOND MANUFACTURING INC	2303824	\$ 19,600.00 \$ 25,310.00	BUS FAREBOXES FOR 7 NEW BUSES
SIGNS FIRST FASTSIGNS	2303825	\$ 36,898.89 \$ 37,093.33	WRAP FILM-FULL WRAP ON 7 NEW BUSES
GILKEY ELECTRIC SUPPLY CO INC SUNBELT FAN & LIGHTING	2303880	\$ 18,825.00 \$ 19,920.00	FOUR OVERSIZED FANS

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2303698

ITEM: CAMERAS FOR 7 NEW BUSES

BID #1

WINNING BID

COMPANY REI INC

BID

AMOUNT \$25,224.96

BID #2

COMPANY SEON

BID

AMOUNT \$28,495.02

BID #3

COMPANY _____

BID

AMOUNT _____

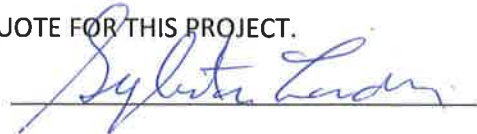
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

1001

Ship To
1001 South Tipton
Hattiesburg, MS 39401

1018

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02303698**
Purchase Order Date **06/09/2023**
Department **MASS TRANSIT**

FID 64-6000432

Vendor
REI, INC
6534 L STREET
OMAHA, NE 68117

4021

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
		4021	1232	Addie West	

NOTES

2-QUOTES-CAMERAS FOR 7 NEW BUSES

EMAIL INVOICE TO: AWEST@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	710806-HD6-600-6-1TB-HDD-HD6 DVR, 6 DAMS5, 1TB HDD ***OBTAINED FROM CURRENT PRICE LIST*** GL #: 073570 - 741000	7.0000	EACH	\$2,940.0000	\$20,580.00
					\$20,580.00
2	511986-HARNESS, EVENT MARK, ALARM/PANIC, 20â€π GL #: 073570 - 741000	7.0000	EACH	\$60.0000	\$420.00
					\$420.00
3	9600021-INSTALLATION, REI SURVEILLANCE GL #: 073570 - 741000	7.0000	EACH	\$550.0000	\$3,850.00
					\$3,850.00
4	960002F-ESTIMATED SHIPPING CHARG2ES GL #: 073570 - 741000	1.0000	EACH	\$374.9600	\$374.96
					\$374.96

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price \$25,224.96
Purchase Order Total \$25,224.96

Prepared by Jim Hakes
Territory Manager
Office: (402) 339-2200 x611
Cell: (402) 681-9749
Email: jhakes@radioeng.com



Prepared for CITY OF HATTIESBURG
Reginald Smith
rosmith@hattiesburgms.com
(601) 545-3356

Thank you for your inquiry to REI. I am pleased to submit the following quotation for your review.

Quantity	Part Number	Description	Price Per Unit	Total
7	HD6-600-6-1TB HDD	HD6-600 DVR,6 CAMS,1TB HDD	\$2,940.00	\$20,580.00
7	710806	DVR, HD6-600 6 CH	\$0.00	\$0.00
7	512002	CABLE, POWER, HD SERIES DVR, 16'	\$0.00	\$0.00
7	710639	HDD MODULE, HD5/HD6, 1TB	\$0.00	\$0.00
7	710805	CAM, WS HD6+IP 1080P 115HFOV	\$0.00	\$0.00
7	710829	CAM, MD HD6+IP 1080P 106HFOV	\$0.00	\$0.00
14	710675	CAM, MB AHD WDR 170 HFOV 781	\$0.00	\$0.00
14	710688	CAM, MINIDOME AHD 115D HFOV, 778	\$0.00	\$0.00
14	512983	CABLE, HD6+ IP CAMERA, 25'	\$0.00	\$0.00
14	512168	CABLE, CAMERA TO DVR, 25'	\$0.00	\$0.00
14	512169	CABLE, CAMERA TO DVR, 40'	\$0.00	\$0.00
1	530093	CABLE, USB 3.0, A-M/B-M, 3FT.	\$0.00	\$0.00
7	511986	HARNESS,EVENT MARK,ALARM/PANIC,20'	\$60.00	\$420.00
7	960002I	INSTALLATION, REI SURVEILLANCE	\$550.00	\$3,850.00
1	960002F	ESTIMATED SHIPPING CHARGES	\$374.96	\$374.96
Total				\$25,224.96

Terms and Conditions

Pricing is USD and does not include taxes, handling, freight, duties, bank fees or similar charges. Pricing in this quote may be based upon volume discounts and is subject to change at any time. Terms of sale are FOB Shipping Point. Standard terms (subject to credit approval) are Net 30 Days. Freight charges will be prepaid and added to the invoice, unless method and account number is specified on purchase order.

Standard product warranty applies unless otherwise stated above. Installation and on-site training are not included unless otherwise stated above. Online training and technical support are available upon request

Special bid or contract terms are not accepted by REI unless specifically stated above. REI reserves the right to correct errors or omissions. **This quote expires on 9/4/2023** and for the quantities listed on the quote unless otherwise noted.



SAFE FLEET
Driving Safety Forward™

Date: 6/1/2023
Proposal #: Q-46768
Expiry Date: 7/31/2023
End User:

PREPARED FOR:

Reggie Smith
Maintenance Supervisor

SOLD TO DETAILS

Hattiesburg Area Readi Transit,
Hub City Transit
1001 South Tipton Street
Hattiesburg, Mississippi 39403
United States

601-545-4670

rosmith@hattiesburgms.com

BILLING DETAILS

Hattiesburg Area Readi Transit,
Hub City Transit
PO Box 1898 Hattiesburg, MS
39401 US

SHIPPING DETAILS

Hattiesburg Area Readi Transit,
Hub City Transit
1001 South Tipton Street
Hattiesburg, MS 39403 US

PREPARED BY:

Brent Thrift

Corporate Office: 1.877.630.7366
Unit 111, 3B Burbidge Street
Coquitlam, BC V3K 7B2
brent.thrift@safefleet.net

Qty. 7 x DH6 Systems

QTY	PRODUCT	DESCRIPTION	CAMERA LOCATION	UNIT PRICE	TOTAL PRICE
7	DH6H1T0-M	DH6 DVR, 6 HD Channels, Audio, GPS + Antenna, WiFi (AC, AN, BGN), 6CH Breakout Harness with 2x3 Video Connectors, Security Front Cover with Lock Set, Mounting Plate, Power Harness, 1TB HDD		USD 1,322.00	USD 9,254.00
7	WT2E20S20G0	WT2 Wire Bundle for display of DVR Recording, Video Loss, and Error. Includes 20 ft. signals harness (WT2) and RGY-Button with 20 ft. harness (HEDM20). Compatible with TH8, DH-Series, and NH-Series. GPS is not included.		USD 103.00	USD 721.00
21	HD3Q03A20	HD 1080P Camera, Dome, 2.8mm, internal, audio, IR TDN, 20' harness — to use with DH4C, TH6, TH8, and NH16 DVRs	Front < Rear; Driver < Step; Step < Driver	USD 223.00	USD 4,683.00
14	HD3Q03A50	HD 1080P Camera, Dome, 2.8mm, internal, audio, IR TDN, 50' harness — to use with DH4C, TH6, TH8, and NH16 DVRs	Rear < Forward; Mid < Rear	USD 249.00	USD 3,486.00
7	HD3Q04A20	HD 1080P Camera, Dome, 3.6mm, internal, audio, IR TDN, 20' harness — to use with DH4C, TH6, TH8, and NH16 DVRs	Windshield < Road	USD 223.00	USD 1,561.00
7	CHQ-MP6A30	6 inch, 30 degree angle Mounting Post. Works with HD3QxxA, HD3QxxAI, HD3QxxA2SDA and CHQ8PDxxA Series Cameras		USD 54.00	USD 378.00
7	G-SENSOR-EXT	G-Sensor, module and cable kit for compatible DVR		USD 93.00	USD 651.00
1	FRGT-SURCHARGE-L	Freight, Shipping & Handling Surcharge		USD 622.02	USD 622.02
Qty. 7 x DH6 Systems Total:					USD 21,356.02

SAFE FLEET
Driving Safety Forward™

Installs for the 7 x DH6 Systems

QTY	PRODUCT	DESCRIPTION	CAMERA LOCATION	UNIT PRICE	TOTAL PRICE
7	INST-GSENSOR	Installation, G-Sensor		USD 28.00	USD 196.00
7	INST-TRCAMSYS	Installation TX/DX/TH/NX DVR with one analog camera/GPS and Signals		USD 469.00	USD 3,283.00
35	INST-INTCAM	Installation, CHQ/HD1Q/HD2Q/HD3Q/HD3U/C3Q/C8 cameras		USD 56.00	USD 1,960.00
1	INST-SMLFLT	Installation Surcharge for Small Fleet (Less than 10 buses)		USD 1,350.00	USD 1,350.00
Installs for the 7 x DH6 Systems Total:					USD 6,789.00

Freight

QTY	PRODUCT	DESCRIPTION	CAMERA LOCATION	UNIT PRICE	TOTAL PRICE
10	FRGT-DH6-EG	Freight, FedEx Ground, CE, DH6 System		USD 35.00	USD 350.00
Freight Total:					USD 350.00

Total: USD 28,495.02

Safe Fleet Preventative Maintenance Program

Ensure your fleet safety systems are running optimally, increasing system and safety performance and reducing operational cost.

[ASK US HOW IT WORKS](#)

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2303737

ITEM: DISPATCHERS 24 HOURS CHAIRS

BID #1

WINNING BID

COMPANY CONCEPT SEATING GOVERNMENT LLC

BID

AMOUNT \$9,456.91

BID #2

COMPANY EFURNITUREMAX

BID

AMOUNT \$10,710.00

BID #3

COMPANY _____

BID

AMOUNT _____

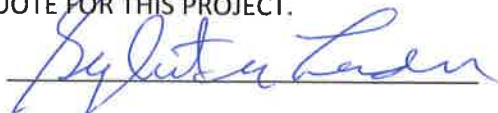
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

1001

Ship To
#1 Government Plaza
Police Department
Hattiesburg, MS 39401

1032

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number

02303737

Purchase Order Date

06/13/2023

Department

HATTIESBURG POLICE DEPARTMENT

FID 64-6000432

Vendor
CONCEPT SEATING GOVERNMENT, LLC
3205 N 124TH STREET
BROOKFIELD, WI 53005

49982

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	ORDERS@CONCEPTSEATING.COM	49982	1251	Destiny Jackson	

NOTES

DISPATCHERS 24 HOURS CHAIRS/TWO QUOTE

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	3150HR OPERATOR CHAIRS QUOTE#10247	6.0000	EACH	\$1,464.6900	\$8,788.14
	GL #: 001100 - 739900				\$8,788.14
2	SHIPPING	1.0000	EACH	\$668.7700	\$668.77
	GL #: 001100 - 739900				\$668.77

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price

\$9,456.91

Purchase Order Total

\$9,456.91

Divisions of Laacke & Joys Company, LLC

3205 N 124th Street | Brookfield, WI | 53005 | Phone (262) 777-2280 | Fax (262) 754-0536

QUOTE

Page: 1 of 1

Quote To:

Hattiesburg PD, MS
300 Klodyke Street
Hattiesburg MS 39401
USA

Ship To:

Hattiesburg PD, MS
300 Klodyke Street
Hattiesburg MS 39401

Contact Name: Harty Sims

Phone: 601-544-7900

Fax:

Email: hsims@hattisburgms.com

USD

Line	Part / Description	Rev	Quantity	Unit Price	Net Price
1	5070RALUC01		6.00 EA	1,464.69 /1	\$8,788.14

3150HR Operator Chair, Black Leather, C-Loop Arms, Standard Base

21" Seat Pan, Articulating Headrest, Lumbar, U-Tilt, C-Loop Arms, 701 Base with Standard Cylinder & 60mm Casters

Line	Part / Description	Rev	Quantity	Unit Price	Net Price
2	SHIPPING&HANDLING		1.00 EA	668.77 /1	\$668.77

LTL STANDARD DOCK TO DOCK DELIVERY

Please note any charges for services at time of delivery (such as Inside Delivery, Hand Unloading, Limited Access, Liftgate - facilities without a loading dock will require a liftgate for all LTL Deliveries, etc.) not listed on your Purchase Order will be charged back you to.

Examples of limited access include construction sites, fairs and carnivals, military bases/installations, mine sites, prisons, detention centers, jails, police departments, sheriff's offices, schools or universities, churches, storage facilities, piers, airports, farm or ranches, campgrounds, zoos, reservations, government facilities, hotels/motels or resorts, hospitals, doctor's offices and small strip malls.

Line Total:	9456.91
Line Miscellaneous Charges:	0.00
Quote Total:	9456.91 USD



Please send all purchase orders to orders@conceptseating.com

Please see our attached Terms and Conditions.

Thank you for the opportunity.

efurnitureMax
8070 Castleton Rd
Unit 521
Indianapolis IN 46250
United States

Hattiesburg Municipal Court, Shannon Harris
701 James Street
Hattiesburg MS 39401
United States
☎ +1 601-545-4933

Quotation # SO9129

Need a W9? Download a Copy

Quotation Date:
06/02/2023

Expiration:
06/16/2023

Salesperson:
Aaron Traylor

Product		Quantity	Unit		Amount
Image	Description		Price	Taxes	
	Concept Seating	1 Unit(s)	0.00		\$ 0.00
	[60849 Catalog Item] Concept Seating 550 LB 24/7 Multi-Shift Heavy Duty Operator Chair with Headrest - Model 3150HR	6 Unit(s)	1,785.00	7.00%	\$ 10,710.00
Material					
	Material Option - Black Leather	6 Unit(s)	0.00		\$ 0.00
					Subtotal \$ 0.00
Arm Style					
	C-Loop Arms	6 Unit(s)	0.00	7.00%	\$ 0.00
					Subtotal \$ 0.00
Base					
	7 Arm Steel Base	6 Unit(s)	0.00	7.00%	\$ 0.00
	Multi-Surface Casters	6 Unit(s)	0.00	7.00%	\$ 0.00
					Subtotal \$ 0.00

efurnitureMax
8070 Castleton Rd
Unit 521
Indianapolis IN 46250
United States

Subtotal	\$ 10,710.00
Tax 15% on \$ 10,710.00	\$ 0.00
Total	\$ 10,710.00

Acceptance of Quote:

By submitting a purchase order or purchase letter reflecting this quote, Buyer is hereby accepting the below Sales Agreement and terms of the Seller. In the event that the Sales Agreement is not signed, the purchase order or purchase letter will act as the Buyer's signature and acceptance.

Sales Agreement

This Sales Agreement ("Agreement") is made between efurnitureMax, LLC ("Seller") and the signed ("Buyer") on the sales quote confirmation date ("Effective Date").

Seller and Buyer agree as follows:

Quote Accuracy: Seller makes its reasonable efforts to ensure that the quote attached to this Agreement and made a part hereof as Exhibit 1 ("Quote") reflects the Buyer's requested items, options, and quantities. It is the Buyer's responsibility to verify that all items, product options, and quantities in this Agreement and/or the Quote are accurate. Buyer agrees Seller will not be held liable for any Quote inaccuracies or financial consequences of inaccuracies for Quotes that have been reviewed and accepted by the Buyer. Any Buyer accepting and using Seller's Quote, whether in a Purchase Order, or otherwise, also accepts this Agreement in its entirety.

Order Cancellation: Buyer acknowledges that this Sales Agreement may not be eligible for cancellation once submitted and processed for fulfillment. Seller will use its commercially reasonable effort to honor any cancellation request of Buyer, but Buyer must strictly follow Seller's return policy, in part as outlined in this Agreement, if it is too late to cancel. Custom products that have already entered production may incur sizeable restocking fees, or may not be eligible for cancellation, depending on how far along in the production process they have advanced. Any changes to this Agreement after acceptance may incur fees, for which the Buyer is responsible (re-routing after shipment, adding delivery services, etc.).

Payment: Prepayment via credit card, check, or bank transfer is required to secure this Agreement, unless the Buyer is offered terms. Purchase Orders with net 30 terms are accepted from schools, government organizations, and some companies, but will require preapproval. All delinquent invoices are subject to 1.5% interest per month. Any tax imposed by federal, state, or other governmental authority on the sale of the merchandise and service referred to on this order shall be paid by the Buyer. Transfer of title and/or ownership and/or use rights of any kind in the products and items of each and every kind proposed to be sold by Seller to Buyer under this Agreement (collectively, "Goods") shall not pass to Buyer until Buyer has paid in full the purchase price to Seller.

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2303764

ITEM: BUS BIKE RACKS FOR 7 NEW BUSES

BID #1

WINNING BID

COMPANY SPORTWORKS GLOBAL LLC

BID

AMOUNT \$15,060.65

BID #2

COMPANY BYK-RAK

BID

AMOUNT \$17,605.00

BID #3

COMPANY _____

BID

AMOUNT _____

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2023

Page 1 of 1

Bill To
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

1001

Ship To
1001 South Tipton
Hattiesburg, MS 39401

1018

Purchase Order Number **02303764**

Purchase Order Date **06/15/2023**

Department **MASS TRANSIT**

FID 64-6000432

Vendor 50038
SPORTWORKS GLOBAL LLC
15540 WOODINVILLE-REDMOND ROAD
NE A-200
WOODINVILLE, WA 98072

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
425-483-7000 X 11	AMANDAST@SPORTWORKS.COM	50038	1254	Addie West	

NOTES

2-QUOTES-BUS BIKE RACKS FOR 7 NEW BUSES
EMAIL INVOICE TO: AWEST@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	100536-S/S DL2 BIKE RACK STAINLESS STEEL-ANTI -GLARE ***OBTAINED FROM CURRENT PRICE LIST*** GL #: 073570 - 741000	7.0000	EACH	\$1,146.0000	\$8,022.00
					\$8,022.00
2	100737-FORD OEM, 2001-PRESENT E350/450 VENTED MOUNTING PLATE ASSY, BLACK GL #: 073570 - 741000	7.0000	EACH	\$380.0000	\$2,660.00
					\$2,660.00
3	10040186" FORD BACKING PLATE, VENTED, BLACK GL #: 073570 - 741000	7.0000	EACH	\$239.0000	\$1,673.00
					\$1,673.00
4	101432-BOLT KIT-FORD 2021-PRESENT E350/450 VENTED BRACKET GL #: 073570 - 741000	7.0000	EACH	\$207.0000	\$1,449.00
					\$1,449.00
5	FREIGHT GL #: 073570 - 741000	1.0000	EACH	\$1,256.6500	\$1,256.65
					\$1,256.65

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price \$15,060.65

Purchase Order Total \$15,060.65

Revision: 1

Quote Date: 4/11/2023

Expiration Date: 7/10/2023

Bill To: 5811

City of Hattiesburg
PO Box 1898
Accounting Department
Hattiesburg, MS 39403
United States of America

Ship To:

City of Hattiesburg-Hub City Transit
1001 S. Tipton St.
Hattiesburg, MS 39401 United States of America

Payment Terms: Net 30 Days

Currency: USD

Shipping Method: Old Dominion

Freight Terms: ExWorks

Line	Qty	Item	Description	Cust Item ID	Unit Price	Ext. Price
1	7	100536	S/S DL2 Bike Rack Stainless Steel - Anti-Glare Finish		\$1,146.00	\$8,022.00
2	7	100737	Ford OEM, 2001-Present E350/450 Vented Mounting Plate Assy, Black		\$380.00	\$2,660.00
3	7	100401	Ford Backing Plate, Vented, Black		\$239.00	\$1,673.00
4	7	101432	BOLT KIT - FORD 2021-Present E350/450 Vented Bracket		\$207.00	\$1,449.00

Total : \$13,804.00

Freight : \$1,256.65

Total Extended Price : \$15,060.65

UNLESS OTHERWISE NOTED, FREIGHT AND TAXES (IF APPLICABLE) ARE ADDITIONAL CHARGES THAT WILL BE BILLED WHEN INVOICED. Quoted prices are valid for 90 days; Pricing will be honored for product shipped up to 120 days after the quotation. Please contact us for an update for delivery requests that exceed 120 days. All freight quotes supplied are estimates and subject to change after 30 days. Terms and conditions of sale: <https://www.sportworks.com/terms-and-conditions-of-sale>

Please Note: Ford E450 2023 with OEM Steel Bumper

Lead Time: Manufacturing lead times vary based upon quantity ordered and other factors, and will be confirmed after your order is placed.

To proceed with your order, please supply your purchase order OR sign and return this quote to: sales@sportworks.com

Name: _____

Authorized Signature*: _____

Title: _____

Date: _____

PO No.: _____

* Your signature indicates: (1) You are authorized on behalf of the purchasing organization, and accept the terms and conditions of this transaction; (2) Sportworks is authorized to proceed with the order as stated; (3) You have confirmed the accuracy of the information supplied (quantities, shipping address, etc.)





April 12, 2023

Chris Walker
Hub City Transit
1721 Hardy St.
Hattiesburg, MS 39401

Dear Mr. Walker:

Midwest Bus Corporation would like to submit the following Pricing for Bike Racks:

- ✓ **2 Position Stainless Steel Non Glare Bike Rack**
✓ **Part #B4032DN S/S 2 Position Bike Rack** **-\$875.00**
- ✓ **2 Position Mild Steel Powder Coated Black Bike Rack**
✓ **Part #B4032DMB M/S 2 Position Black Bike Rack** **-\$760.00**
- ✓ **Part #B002HDB Heavy Duty Pivot Bracket** **-\$270.00**
- ✓ **Part #711 E-450 ST/PL Bumper Kit** **-\$220.00**
- ✓ **685LK Reese style connector E-450 Chrome OEM bumper** **-\$205.00**
- ✓ **Part #703 Attachment bracket Kit with Hardware** **-\$185.00**
(All 3 of these items are needed for a complete kit)

All brackets include mounting hardware kits. Pricing includes shipping charges based on ordering 7 complete units.

These prices are good for 30 days.

Thank you for the opportunity to quote on the bicycle rack.

If you have any questions, please feel free to contact my office.

Sincerely,

Ronald L. Coon
Special Projects Manager
Midwest Bus Corporation
(800) 627-6627 x884

2515.00 @ 7
17,605.00

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2303824

ITEM: BUS FAREBOXES FOR 7 NEW BUSES

BID #1

WINNING BID

COMPANY LES INDUSTRIES TAG RIVE-SYD INC

BID

AMOUNT \$19,600.00

BID #2

COMPANY DIAMOND MANUFACTURING INC

BID

AMOUNT \$25,310.00

BID #3

COMPANY _____

BID

AMOUNT _____

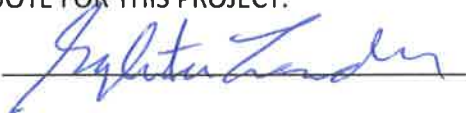
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

1001

Ship To
1001 South Tipton
Hattiesburg, MS 39401

1018

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02303824**
Purchase Order Date **06/21/2023**
Department **MASS TRANSIT**

FID 64-6000432

Vendor
LES INDUSTRIES TAG RIVE-SUD INC.
5, EMERAUDES STREET,
SUITE 5, G6W6Y7

50042

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
Cell : 450 558-4881	STARDIF@CANADATAG.COM	50042	1264	Addie West	

NOTES

2-QUOTES-BUS FAREBOXES FOR 7 NEW BUSES

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	F109-CLASSIC FAREBOX EMAIL INVOICE TO: AWEST@HATTIESBURGMS.COM GL #: 073570 - 741000	7.0000	EACH	\$2,800.0000	\$19,600.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price \$19,600.00

Purchase Order Total \$19,600.00



Soumission / Quote

Les Industries TAG Rive-Sud Inc.
5, rue des Émeraudes, local 5
Lévis, Québec
Canada
G6W 6Y7
Tel: 418-838-2195
Fax: 418-838-2380
www.canadatag.com

No. Soumission /Quote #: **15062023-MMTD-02**

Date: 2023/06/15

Compagnie / Company: Mississippi Mass Transit Department

Adresse / Address:

Ville / City, Province:

Code Postale / Postal code:

Autorisé par /
Authorized By:

Tel:

Fax:

Courriel / E-mail:

Courriel / E-mail:

cwalker@hattiesburgms.com

Item	Description	Qté. / Qty.	Prix unité / Unit Price	Total
F109	Classic farebox Included : base plate, post, rack, keys, support brackets	7	\$2,800.00	\$19,600.00
NOTE	Prices are \$USD Products in stock			



Commentaires /
Comments:

Expiration / Expires:

Livraison / Delivery:

Sub-total \$19,600.00

Grand Total \$19,600.00

Inclus / Included:

* Taxes & transport en sus / Taxes & transportation added

Transporteur / Transporter:

No. Transp. / Transp. #:

Page:



2330 Burlington
N. Kansas City, MO 64116
Ph. 816-421-8363
Fax 816-421-4735

June 8, 2023

Hattiesburg Mass Transit

ATTN: Chris

EMAIL: cwalker@hattiesburgms.com

Thank you for the chance to quote on your Fare Box requirements.

The Model F1 will come standard with a Cabinet, 2 Vaults, an Adjustable Stand, Push Button, and Hardware, plus a set of keys for each unit.

7 Model F1 Fare Boxes, \$3,550.00 each	\$24,850.00
Truck freight to 39401	\$ 460.00
Total delivered cost of 7 Model F1 Fare Boxes	\$25,310.00

Shipping is 8-10 weeks from receipt of your purchase order.

Pricing is good for 30 days.

Respectfully,

A handwritten signature in dark ink, appearing to read 'Todd R. Cull', written in a cursive style.

Todd R. Cull
GM

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2303825

ITEM: WRAP FILM-FULL WRAP ON 7 NEW BUSES

BID #1

WINNING BID

COMPANY SIGNS FIRST

BID

AMOUNT \$36,898.89

BID #2

COMPANY FASTSIGNS

BID

AMOUNT \$37,093.33

BID #3

COMPANY _____

BID

AMOUNT _____

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.

Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1018
1001 South Tipton
Hattiesburg, MS 39401

Vendor 4205
SIGNS FIRST
4400 HARDY ST STE A-1
HATTIESBURG, MS 39402-1309

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02303825**
Purchase Order Date **06/21/2023**
Department **MASS TRANSIT**

FID 64-8000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	SALES@HUBCITYSIGNSFIRST.COM	4205	1277	Addie West	

NOTES

2-QUOTES-WRAP FILM -FULL WRAP ON 7 NEW BUSES
EMAIL INVOICE TO: AWEST@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	JV3-CONTROL TAC 7 BUSES 5-HCT-2 USM ***OBTAINED FROM CURRENT PRICE LIST*** GL #: 073570 - 741000	7.0000	EACH	\$4,345.2700	\$30,416.89
					\$30,416.89
2	JV3-HP WINDOW FILM 7 BUSES 5-HCT-2 USM GL #: 073570 - 741000	7.0000	EACH	\$926.0000	\$6,482.00
					\$6,482.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$36,898.89

Purchase Order Total \$36,898.89


City Clerk

Estimate

Page 1 of 2



Signs First

4400 Hardy Street Ste. A-1
Hattiesburg, MS 39402
ph. (601) 268-7275
fax (601) 268-7287

email: sales@hubcitysignsfirst.com

Estimate:

H- 38399

Printed 6/20/2023 10:40:20AM

Description: **3m IJ75 Wrap Film Full Bus Wrap 7 BUSES- Qty 5 HCT Qty 2 USM**

Prepared For: REGINALD SMITH

ph: (601) 545-4670

Company: CITY OF HATTIESBURG

Estimate Date: 6/6/2023 2:06:15PM

email: ROSMITH@HATTIESBURGMS.COM

Dear REGINALD:

Sincerely,

Patrick Skinner

Product	Font	Qty	Sides	Height	Width	Unit Cost	Item Total
1 JV3-CONTROL TAC		7	1	58	873	\$4,345.27	\$30,416.89

Color:

Description: 300 dpi Inkjet Output on Vinyl up to 54" wide.

Text: 1.1.1 Vinyl-wrap film- 3m IJ75 -
Part Qty: 2
Width: 180.00"
Height: 96.00"
1.1.2 laminate- cast 3m 8518 -
Part Qty: 2
Width: 180.00"
Height: 96.00"
1.2.1 Vinyl-wrap film- 3m IJ75 -
Part Qty: 1
Width: 96.00"
Height: 96.00"
1.2.2 laminate- cast 3m 8518 -
Part Qty: 1
Width: 96.00"
Height: 96.00"
1.3 Installation -

Installed One Week per bus

Product	Font	Qty	Sides	Height	Width	Unit Cost	Item Total
---------	------	-----	-------	--------	-------	-----------	------------

Estimate

Page 2 of 2



Signs First

4400 Hardy Street Ste. A-1

Hattiesburg, MS 39402

ph. (601) 268-7275

fax (601) 268-7287

email: sales@hubcitysignsfirst.com

Estimate:

H- 38399

Printed 6/20/2023 10:40:20AM

2 JV3-HP WINDOW FILM

7 1 38 352 \$926.00 \$6,482.00

Color: White

Description:

Text: 2.1.1. CLEARFOCUS PERFORATED
WINDOW VINYL
PART QTY 1
WIDTH: 314.00"
HEIGHT: 54.00"

2.1.2 laminate- cast 3m 8518 -
Part Qty: 1
Width: 314.00"
Height: 54.00"
2.2 Installation



Notes:

Line Item Total:	\$36,898.89
Tax Exempt Amt:	\$36,898.89
Subtotal:	\$36,898.89
Taxes:	\$0.00
Total:	\$36,898.89

Company: CITY OF HATTIESBURG
ACCOUNTING DEPARTMENT
PO BOX 1898
Hattiesburg, MS 39403-1898

Received/Accepted By:

/ /

QUICKEST Sign Company in Town!

**Signs First**

4400 Hardy Street Ste. A-1

Hattiesburg, MS 39402

ph. (601) 268-7275

fax (601) 268-7287

email: sales@hubcitysignsfirst.com

One bus can be completed in a weeks time. We can have the entire scope of work completed by September 29, 2023

if started by August 1, 2023. This estimate is good until 12/23/23.



6/19/23

Patrick Skinner

Created Date: 1/12/2023

DESCRIPTION: Bus Wraps

Bill To: City of Hattiesburg
200 Forrest St.
Hattiesburg, MS 39401
US

Pickup At: Hub City Transit
Reginald Smith
1419 West Pine St
Hattiesburg, MS 39401
US

Requested By: Reginald Smith
Email: rosmith@hattiesburgms.com
Work Phone: (601) 545-4670
Tax ID: sda5465

Salesperson: Amanda Blackburn
Email: amanda.blackburn@fastsigns.com

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	SLX Wrap Film Full Bus Wrap Full Wrap on sides/rear of bus to match previous layout. Logos on doors and designs over windows qty 5 HCT qty 2 USM NEW 2023 BUSES FORD E450 NEW BUS#/VIN# #22065/1FDFE4FN2RDD08052 #22066/1FDFE4FN4RDD06500 #22067/1FDFE4FN8RDD06550 #22068/ 1 FDFE4 FN7RDD06572 #22069/1FDFE4FN5RDD07946 #22070/ 1 FDFE4 FN8RDD07973 #22071/1FDFE4FN3RDD07976 ** Scheduling of drop-off for installation will occur in phases. Each bus will be kept 7-10 business days when arriving for completion.	7	\$5,227.6186	\$36,593.33
1.1.1	Vinyl-wrap film- Arlon SLX -			
1.1.2	laminate- cast Arlon 3270 -			

1.2.1	Vinyl-wrap film- Arlon SLX -			
1.2.2	laminate- cast Arlon 3270 -			
1.3	Installation -			
2	Graphic Design Set up	1	\$500.00	\$500.00
	*will need the design file for the eagle to match previous layout on the USM buses			
2.1	Graphic design setup -			

* This estimate is for the products and services detailed herein based on information provided by the date it was created. If any additional labor or materials are required; the customer will be contacted prior to the completion of the project. This estimate is valid for the next 30 days.

Subtotal:	\$37,093.33
Taxes:	\$0.00
Grand Total:	\$37,093.33

* CITY PERMITTING (if required) is NOT included in this estimate unless noted above.

Up to 2 revisions are included in the original purchase IF NEEDED. Please note that an additional \$25 will be charged for EACH additional proof and reflected on the final bill. There will be a 3% transaction fee added to all credit card transactions over \$100.

*Purchase Order number is required before any work will begin.

Signature: _____ **Date:** _____

Thank you for allowing us to earn your business
This FASTSIGNS location is independently owned and operated

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2303878

ITEM: RADIOS FOR 7 NEW BUSES

BID #1

WINNING BID

COMPANY COMSOUTH

BID

AMOUNT \$16,537.78

BID #2

COMPANY COMMUNICATIONS SPECIALISTS INC

BID

AMOUNT \$18,799.90

BID #3

COMPANY _____

BID

AMOUNT _____

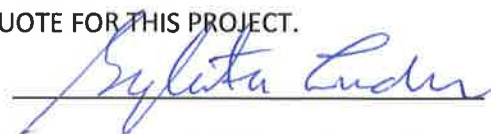
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1018
1001 South Tipton
Hattiesburg, MS 39401

Vendor 2535
COMSOUTH
5211 HIGHWAY 42
HATTIESBURG, MS 39401-1269

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02303878**
Purchase Order Date **06/23/2023**
Department **MASS TRANSIT**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	redman@comsouthinc.com	2535	1290	Addie West	

NOTES

2-QUOTES-RADIOS FOR 7 NEW BUSES

EMAIL INVOICE TO: AWEST@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	VM5930 BF-VM5000 7/800MHZ MSWIN ***OBTAINED FROM CURRENT PRICE LIST*** GL #: 073570 - 741000	7.0000	EACH	\$2,285.7143	\$16,000.00
2	239226-764-869 ON-GLASS ANTENNA, 14dBi™ RG58/U, NO CONNECTOR GL #: 073570 - 741000	7.0000	EACH	\$62.5400	\$437.78
3	INSTALLATIONS-MOBILE RADIO INSTALL GL #: 073570 - 741000	7.0000	EACH	\$14.2857	\$100.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$16,537.78

Purchase Order Total \$16,537.78


City Clerk

COMSOUTH

MISSION CRITICAL SOLUTIONS

5211 Old Hwy 42, Hattiesburg, MS 39401

Sales Quote

Quote: 6-13-16-1617

Issued: 4/19/2023

Expires: Net 30

Phone:

Fax: 601.583.4455

HATTIESBURG, CITY OF
ACCOUNTING
PO BOX 1898
HATTIESBURG MS 39403

Attn:

Email: abratcher@hattiesburgms.com

Reference:

Customer Acct: 1401

Item	Product Description	Quantity	Unit Price	Amount
VM5930 BF	VM5000 7/800MHZ MSWIN	7	2,285.71429	16,000.00
239226	764-869 On-Glass Antenna, 14' RG58/U, No Connector	7	62.54	437.78
INSTALLATIONS	MOBILE RADIO INSTALL	7	14.28571	100.00

RECEIVED

JUN 23 2023

AWARDED

Subtotal: \$16,537.78

Notes:

Estimated Sale Tax: (0.0%) \$0.00

Quotation Total: \$16,537.78

Accepted by: _____

Date: _____

Quote Terms and Conditions

- Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
- Purchaser will be responsible for shipping costs (unless specifically included), which will be added to the invoice.
- Title will pass upon shipment, risk of loss will pass upon delivery to purchaser's facility.
- Ordered equipment may be returned for a full refund, less a 20% restocking fee, if the equipment is returned unused and undamaged in its original packaging within thirty (30) days after shipment.
- Unless otherwise stated, prices quoted are valid for thirty (30) days from the date of this quote.
- Unless otherwise stated, payment will be due within 30 days after invoice date items as shipped. Please allow 4 to 8 weeks for delivery.
- Manufacturer's standard equipment warranty (which will be furnished upon request) applies to all ordered equipment.
- COMSOUTH DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- COMSOUTH'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL COMSOUTH BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- These terms will prevail over any inconsistent or additional terms on any purchase order submitted by the purchaser.

If the quoted price meets with your approval, sign and return a copy to the attention of the preparer. Also list your PO number if applicable. Additional charges will be made for any deviations from the above at the prevailing time plus material rates.

Communications Specialists Inc

760 Highway 61 North
Vicksburg MS 39183

Phone: 601-638-1771

E-Mail: csicorp@csicorp.ms

QUOTATION

Date	Quotation #
6/16/2023	23494

CITY OF HATTIESBURG
ACCOUNTING
P O BOX 1898
HATTIESBURG MS
39403

Ship To

P.O. No.	Project

Item	Description	Qty	Rate	Total
VM5930BF	Kenwood MOBILE 7/800MHZ DASH MOUNT 35 WATT	7	2,315.00	16,205.00
239226	P25 PHASE 2 TDMA.	7	75.00	525.00
DASH INSTALL	764-869 ON-GLASS ANTENNA 14FT RG-58 CABLE.	7	120.00	840.00
	INSTALLATION OF DASH MOUNT RADIO			
	EPL-3744			
			Subtotal	\$17,570.00
			Sales Tax (7.0%)	\$1,229.90
			Total	\$18,799.90

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2303880

ITEM: FOUR OVERSIZED FANS

BID #1

WINNING BID

COMPANY GILKEY ELECTRIC SUPPLY CO INC

BID

AMOUNT \$18,825.00

BID #2

COMPANY SUNBELT FAN & LIGHTING

BID

AMOUNT \$19,920.00

BID #3

COMPANY _____

BID

AMOUNT _____

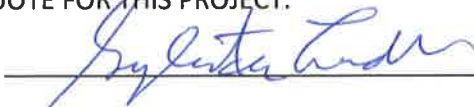
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1014
212 West Front St
Centennial Building
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02303880**

Purchase Order Date **06/23/2023**

Department **ENGINEERING**

FID 64-6000432

Vendor 2901
GILKEY ELECTRIC SUPPLY CO INC
PO BOX 17287
HATTIESBURG, MS 39404-7287

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	AP@GILKEYELEC.COM	2901	2303665	Sharon Waits	

NOTES

TWO QUOTE - OVERSIZED FANS

PLEASE EMAIL INVOICE TO SHENSARLING@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	S0048715.001 4 HUNTER 14" OVERSIZED FANS CONSISTING OF 4) FULLXP 40 72385 VFD ASSY 110V/1P TCP/IP POE 4) 72396XP 12-14 MOTOR ASSM 4 74169 ECO 14' BLADE PACK 4) 74069 FIXED SOWNROD ASSY 36'-ECO 1) 74212 350 POE CONTROLLER GL #: 077650 - 729500	1.0000	EACH	\$18,825.0000	\$18,825.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$18,825.00

Purchase Order Total \$18,825.00


City Clerk

**GILKEY ELECTRIC
SUPPLY COMPANY, INC.**
Commercial • Industrial • Residential
"Wholesale Electrical Supplies"

P. O. Box 17287, Hattiesburg, MS 39404-7287, Phone 601-545-8989, FAX 601-554-3107

TIME: 09:18

*****QUOTE***** 048736

QUOTE TO:

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

QUOTE EXPIRES:

39401

CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MS

39401

QUOTE#	ORDER-DTE	SALESPERS	REQ-DATE	SHIP VIA	WGHT	PGE./
048736	FEB 15 2023	LAW	FEB 15 2023	CUSTOMER PICK UP		
CUST#	CUST PO NUMBER	DOC-REQ#	SUB TERMS	FREIGHT TRMS	FOB	INSD SALES
COH100	FAN'S		2/10, NET 30	PREPAY & ALL		LFP

OR'D	SHIP	BKOR	PRODUCT	UNIT	DESCRIPTION	UNIT \$	EXTENDED
4	4		SO048715.001	E	HUNTER 14" OVERSIZED FANS CONSISTING OF: CONSISTING OF: 4) FULLXP 40 72385 VFD ASSY 110V/1P TCP /IP POE 4) 72396XP 12-14 MOTOR ASSM 4 74169 ECO 14' BLADE PACK 4) 74069 FIXED DOWNROD ASSY 36'-ECO 1) 74212 350 POE CONTROLLER		
1	1		LOT		LOT PRICE	18825.00	18825.00

QT FIRM 7-1-23



SUB-TOTAL AMOUNT
SALES TAX

18825.00

TOTAL AMOUNT

18825.00

017650.7295.00

MB Pending

Sunbelt Fan & Lighting
201 Thornhill DR.

**** Q-U-O-T-E ****

Hattiesburg MS 39401
601-268-2052

DATE NUMBER PAGE
816185 1

SOLD TO: CITY OF HATTIESBURG
P.O.BOX 1898
ACCOUNTING DEPT.
HATTIESBURG

SHIP TO: CULTURAL ARTS CENTER
14' HUNTER FANS

MS 39403-1898

CONTACT:

(601) 545-4654

ACCOUNT#	P.O.#	ORDER DATE	TERMS:	SHIP:	PSLP	SLP
HATTIESB		02/14/2023	NET 10TH	DELIVER	KB	KB

Quantity	Item	Description	Each	Extn.
4		***QUOTE IS VALID UNTIL 7/19/2023*** HUN 14' CEILING FAN 4X FULLXP 4 EACH 72385 VFD ASSY 110V/1P TCP/IP POE 4X72396 XP 12 - 14 MOTOR ASSEMBLY 4X 74169 ECO 14' BLADE PACK 4X EACH 74069 FIXED DOWNROD ASSY -36" - ECO 1X 1 EACH 74212 350 POE CONTROLLER	4980.00	19920.00

THANK YOU FOR YOUR BUSINESS
THIS RECEIPT MUST ACCOMPANY RETURNS
SPECIAL ORDERS NON-RETURNABLE

SUB-TOTAL.... 19920.00

---Total--- 19920.00

QUOTE TOTAL--> 19920.00



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Wednesday, July 5, 2023

Re: Acknowledge bids received March 9, 2023 for the lease of ten (10) motorcycles for the Hattiesburg Police Department and accept the bid of Teddy Morse's Daytona Harley Davidson as the best and only bid received.
File Number: 2023-440
Minute Book #

Summary

Recommendation Statement

Please place this on the July 5, 2023 City Council meeting for consideration.



CITY OF HATTIESBURG

Motorcycle Lease for (10) or More Motorcycles (Unit Price)

Details	Unit Price- Per Month for 1 year lease with automatic 1 year renewal
Reverse Auction Start Date / Time	Mar 09, 2023 10:00 AM US/Central
Reverse Auction End Date / Time	Mar 09, 2023 10:30 AM US/Central
Reverse Auction Duration	00:30 [hh:mm]

One Year Lease for (10) or more Motorcycles (Unit Price)

Company	Monthly Lease (Per Unit)	Total 1 Year Lease (10 Units)	Total 2 Year Lease (10 Units)	Bidding Date / Time
Teddy Morse's Daytona Harley-Davidson	\$ 550.00	\$ 66,000.00	\$ 132,000.00	3/9/23 10:01 AM



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Wednesday, July 5, 2023

Re: Acknowledge revisions to the City of Hattiesburg employee handbook.
File Number: 2023-456
Minute Book #

Summary

Recommendation Statement

Please place this on the July 5, 2023 City Council meeting for consideration.



EMPLOYEE HANDBOOK

June 1, 2023

INTRODUCTION

This Handbook has been adopted by the City Council of Hattiesburg, Mississippi (hereinafter “the City”), to inform you about the City’s employment policies and procedures, and to summarize the employee obligations owed by you to the City, as your employer, as well as the employee benefits available to you as a City employee. It is your responsibility to read your Handbook and familiarize yourself with the information it contains, and thereafter to refer to it whenever you have a question. If you have a question that is not answered by the Handbook, ask your department head, the Human Resources Department or the City Clerk.

As a City employee, the taxpayers and citizens of Hattiesburg, Mississippi, collectively are your ultimate “boss”. You are an integral part of a diversified work force which has the single purpose of serving the taxpayers and citizens of our city. The skills and experience you bring to your job are an important aspect of providing this service. Your day to day and occasional contacts with individual citizens will often be the only basis by which they are able to determine the efficiency, professionalism and responsiveness of the whole of City government. Therefore, it is of the utmost importance you always make the best possible impression when you are interacting with members of the general public. Your job, as is each job with the City, is an essential part of the overall operation of our City. As an employee, we all are counting on you to always provide honest, efficient, reliable and courteous service.

The City administration, acting by and through the elected City Council, reserves the right to amend, modify, supplement or cancel this Handbook at any time whatsoever, including, without limitation, any or all of the various policies, rules, procedures, and programs outlined within this Handbook. Whenever the masculine gender (he, him, his) is used, it also refers to the feminine gender (she, her, hers).

This handbook is not to be construed in any manner as a contract of employment. It does not create a contractual relationship between the City and any employee, nor shall anything in this Handbook be deemed to imply a guarantee of continued employment or benefits for any length of time whatsoever. This Handbook fully preserves the EMPLOYMENT AT WILL doctrine. Although it is hoped your employment relationship with us will be for an extended duration, you or the City of Hattiesburg may terminate this employment relationship at any time, with or without cause or notice. No director, chief, supervisor, manager, or representative of the City of Hattiesburg has the authority to enter into any agreement with you for employment for any specified period of time or to make any promises or commitments contrary to the at-will relationship between you and the City of Hattiesburg.

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CHAPTER ONE

EMPLOYMENT INFORMATION

1-1. At-Will Employment

Employment with the City of Hattiesburg is on an at-will basis. At-will means employment with the City may be ended at any time, for any reason, with or without cause by either you or the City of Hattiesburg. You should not rely upon any written or verbal statement to the contrary, no matter who provides it, as it is invalid. This handbook does not alter the at-will relationship, and nothing in this handbook should be interpreted as a guarantee of continued employment.

1-2. Equal Employment Opportunity

The City of Hattiesburg is committed to providing employment opportunities for all qualified employees and applicants. The City of Hattiesburg also seeks to employ the most competent, qualified, and motivated individuals into available positions, while remaining in compliance with federal and state requirements against discrimination. The City of Hattiesburg does not and shall not discriminate on the basis of race, gender, gender identity, sexual orientation, personal or family genetic predisposition, age, religious beliefs, national origin, veteran, and/or disability status. The City provides reasonable accommodation to individuals with a disability during the application process and as an employee. The obligation applies to all terms, condition and privileges of employment including, but not limited to: hiring, placement, upgrading, transfer and demotion, termination, and/or suspension, recruitment, advertising or compensation, treatment during employment, selection of training, and social and recreational programs.

1-3. Commitment to Diversity

The City of Hattiesburg is committed to being a diverse organization and actively seeks to recognize, value, and incorporate diversity in its services, policies and operations, vendors and workforce. In the event you have a work-related dispute or complaint, please raise your concern in accordance with the City of Hattiesburg's Grievance policy found in this handbook.

1-4. Immigration Employment Law Compliance

The City of Hattiesburg only employs citizens of the United States and alien persons who are authorized to work in the United States. Newly hired employees must complete the federal government I-9 eligibility verification form and present documentation to the Human Resources Department establishing employment eligibility and identity. The City of Hattiesburg uses the E-Verify government system to help establish eligibility.

If you do not present the required verification information that establishes your right to work in the United States, you will not be permitted to work.

1-5. Infectious Diseases

The City of Hattiesburg does not discriminate against individuals with infectious diseases, including those who are infected with the Acquired Immune Deficiency Syndrome (AIDS) virus. The City will make reasonable accommodations for such individuals who are otherwise qualified to perform their assigned job duties. While privacy of the individual will be protected, the City reserves the right to inform any employee who might have been exposed to infectious diseases in a medically recognized situation.

1-6. Employment of Relatives

Your relatives who apply for employment with the City of Hattiesburg are eligible to be employed unless specifically prohibited by the state nepotism law or unless there is the possibility that public safety will be compromised. These individuals will be evaluated on their qualifications for the position and their relationship to you will be neither an advantage nor disadvantage. However, relatives employed with the City are not to be placed in close working proximity to each other and are not to supervise each other, directly or indirectly.

If you apply for an internal transfer to an available position, your relationship to the supervisor/manager, etc. of the position will be taken into consideration before a transfer is approved.

For the purposes of this policy, a relative is defined as:

Relative by Blood

Parent
Child
Grandparent
Grandchild
Sibling

Relative by Marriage

Spouse
Stepchild
Stepparent
Parent In-Law
Sibling In-Law

AND any other relative who lives in your household.

It is your responsibility to inform management when a relationship (as defined above) exists. Failure to do so could result in disciplinary action.

1-7. Employment Process

A. Position Announcement

In general, positions which have been approved to be filled and open to all candidates will be posted in Human Resources, on the City's website, the Job Line, and at various departmental locations. In addition, notice of position openings will be sent to the MS Employment Security office and sent out using the City's social media process. The City does, however, retain the discretion to allow department heads to verbally announce an opening and hire from within the department. Interested, qualified individuals may apply on-line by going to the City's website or by coming to the HR Department.

To ensure the City reviews applications that are from candidates currently interested in a position, only applications for posted positions are accepted and applicants must submit a new application to be considered for additional positions that become open.

Employees are encouraged to apply for a transfer should a position come open they are qualified for and interested in and the employee is out of their probationary period. When applying for an internal transfer which requires testing for skills such as Typing, Word and/or Excel, you will be required to submit to these skills tests.

To allow ample opportunity for internal transfer requests, vacant positions are posted a minimum of five (5) days before a selection is made and a job offer extended. The interview process will not begin until the minimum 5 day posting requirement is met.

You may apply for the next available Police or Fire Academy only when such applications are being actively recruited, in accordance with Civil Service guidelines. You must meet the minimum requirements for the position(s).

B. Probation Period

You are considered to be on probationary status for a period of six (6) months (12 months for sworn police and fire personnel). This probationary period gives you the opportunity to become familiar with the job and your supervisor an opportunity to evaluate your performance. As a standard practice, you will be evaluated at 2 months, 4 months and 5 months of employment. Should you not be performing at an acceptable level, your supervisor may establish a performance improvement plan.

During this period of employment, you may be reassigned or terminated without grievance or appeal rights.

If you are a temporary employee and are subsequently hired into a full-time position,

you will serve a full six months (one year if sworn personnel) probation period; this period begins with the first workday in the permanent position.

C. Duty Assignment

Your supervisor is responsible for assigning duties, and you are expected to carry out these assignments to the best of your ability with a cooperative and helpful attitude. You may not change assignments without the knowledge and permission of your supervisor.

1-8. Classification of Employees

Fair Labor Standards Act Classifications

All paid positions with the City of Hattiesburg are classified as either exempt or nonexempt from the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA). For purposes of salary administration and eligibility for overtime payments, employees are classified as follows:

Non-exempt employees

Employees who are required to be paid the minimum wage and overtime or compensatory time at the rate of one and one-half times the employee's regular rate of pay for all hours worked in excess of forty hours in a workweek, in accordance with applicable federal wage and hour laws, or more frequently in accordance with certain state or local wage and hour laws.

Exempt employees

Employees who are not required to be paid the minimum wage and overtime or compensatory time in accordance with applicable federal wage and hour laws for work performed in excess of forty (40) hours in a workweek. Executives, professional employees, certain administrative and computer employees are typically exempt.

The City of Hattiesburg (COH) intends to comply with all federal regulations with respect to the Fair Labor Standards (FLSA). In this regard, the FLSA provides an exemption from both minimum wage and overtime payment for employees employed in a bona fide executive, administrative, professional and computer positions. To qualify for an overtime exemption, an employee generally must be paid no less than \$35,368 a year or \$684 per week on a salary basis (certain exempt computer employees may be paid at least \$684 on a salary basis or on an hourly basis at a rate not less than \$27.63 per hour.)

Being paid on a "salary basis" refers to an employee who regularly receives a predetermined amount of compensation each pay period on a weekly or less frequent basis which cannot be

reduced because of variations in the quality or quantity of work. Subject to the exceptions listed below, an exempt employee must receive his or her full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any work week in which they perform no work and will not be paid, unless appropriate accrued leave is utilized. If deductions are made from an employee's predetermined salary because of the employer's operating requirements, that employee is not paid on a "salary basis." If the employee is ready, willing, and able to work, deductions may not be made for time when work is not available.

Deductions from pay are permissible when an exempt employee is:

- absent from work for personal reasons, other than sickness or disability;
- absent from work due to sickness and disability, if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
- in receipt of amounts such as jury or witness fees; or
- on an unpaid disciplinary suspension for one or more full days, imposed in good faith for workplace conduct rule infractions.

Also, the COH is not required to pay an employee's full salary in the initial or final week of employment, for penalties imposed in good faith for infractions of safety rules of major significance, or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act. In these circumstances, either a partial-day or full-day deduction may be made. Finally, as a public sector employer, the COH operates under principles of public accountability, which permit deductions from the pay of an exempt employee for partial-day or full-day absences due to illness, injury, or personal reasons when accrued paid leave is not used by an employee because:

- permission for its use has not been sought or has been sought and denied;
- accrued leave has been exhausted; or
- the employee chooses to use leave without pay, if such leave is available.

The COH has classified those positions which are considered to be "exempt." It is the policy of the COH to comply with the "salary basis" requirements of the FLSA with regard to exempt employees. If you believe that an improper deduction has been made to your salary, you should immediately report this information to the Human Resources Department. Reports of an improper deduction from wages will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for improper deduction.

Job titles do not determine exempt status. In order for an exemption to apply, an employee's specific job duties and salary must meet all the requirements of the Department of Labor's regulations and must be approved by your Director and by Administration. The City of Hattiesburg may compensate certain exempt executive, administrative, professional, and computer employees on a guaranteed salary basis.

Deductions from these salaries may only be made when the employee absents himself/herself for personal reasons, for sickness when his/her bona-fide sick leave plan has been exhausted, for disciplinary reasons for infractions of major safety or conduct rules, or in initial or terminal weeks. It is the policy of the City of Hattiesburg to not make any improper salary deductions based on variations in quantity or quality of work done. Any salaried exempt employee who believes that an improper deduction was made from his/her salary may file a written complaint with the Human Resources Department over such deduction. The Human Resources Department will conduct an investigation into the deduction to determine if it was improper. If it is found that the deduction was improper, the amount of the deduction will be reimbursed to the employee by no later than the next pay day, and the City of Hattiesburg will ensure that such deduction is not made in the future from any exempt employee's salary. There will be no retaliation against the employee for filing a complaint under this section.

All salaried employees of the City of Hattiesburg are paid salaries that are intended to cover all hours that are worked.

Types of Employees

1. Elected and Appointed Officials - Mayor, Council Member, Director/Chief, City Attorney, Municipal City Clerk, Deputy Municipal Clerk, Deputy Municipal Court Clerk, Clerk of Council, Deputy Clerk of Council, Municipal Court Clerk, Municipal Judge, Municipal Prosecutor, and Municipal Public Defender.
2. Permanent Full Time – Employees, who are hired to work longer than six months, and who are regularly scheduled to work forty hours in a work week; or, if a sworn police or fire employee hired to work their scheduled FSLA cycle.
3. Permanent Part Time – employees who are hired to work longer than six months, and who are regularly scheduled to work less than forty hours in a work week. These employees are not entitled to full time benefits. They may, however, be required to participate in the Public Employees Retirement System. Human Resources will make that determination. These employees may work more than part-time hours on a temporary basis only, but will remain classified as part-time.
4. Temporary – employees hired to work less than 4 1/2 months because of seasonal needs or emergency situations. Such employees may work full time hours or part time hours. These employees are not entitled to employee benefits including participation in the Public Employees Retirement System.

1-9. Retirement

To be classified as a retiree with the City of Hattiesburg, you as an employee must meet the established criteria for eligibility for service retirement benefits under the Public Employees Retirement System (PERS) or the Municipal System. You also must be employed with the City when you become eligible and at the time you apply for retirement benefits.

To be eligible for service retirement benefits under PERS, you must have four (4) years of contributing membership service if you began paying into the retirement system before 07/01/07. If you began paying into the retirement system 07/01/07 or later, you must have eight (8) years of contributing membership AND be age 60 or older. You may begin drawing retirement benefits at any age if you have 30 years of creditable service in the retirement system (25 years of creditable service if hired 6/30/11 or before) or you are approved for disability retirement benefits by the retirement system. Benefits are based on the number of years of creditable service you have accrued and on the average of the greatest four years of compensation you earned.

For details, please see the Public Employee's Retirement System website at www.pers.ms.gov.

1.10. Compensation

The City of Hattiesburg has established by Ordinance a classification/compensation plan known as the Hattiesburg Variable Plan (HAV PAY). All employee salary ranges fall under this plan. The City encourages all pay be direct deposited into a checking or savings account and have established relationships with financial institutions to help employees meet this standard if needed.

A. Pay Period

The City's workweek begins on Saturday and ends on the following Friday. There are two workweeks in a pay period. Therefore, each paycheck you receive will be payment for hours worked or accrued leave time taken for the previous two workweeks.

You are responsible for clocking in when you begin work and out when you leave work into the City's time keeping system by entering your Employee ID Number and your biometric fingerprint. Employees may also be required to clock in/out for their meal period. Your biometric fingerprint clocking your work time is the official record of the

time you have worked and is used to determine your pay. No one shall clock in or out for another unless fulfilling a supervisory responsibility.

Information on your pay will be given only to you, unless you have submitted signed authorization to your supervisor or to Human Resources identifying someone else who is allowed to obtain your pay information. The person you give permission to obtain this information for you must present picture identification for verification.

B. Rate of Pay

The City of Hattiesburg has established wage guidelines and ranges for all positions, including sworn police and fire personnel. Compensation paid is within this established range. There are exceptions, but they occur rarely and only with prior approval of the Mayor. The City will attempt, for the benefit of employees, to maintain wages that are competitive with those paid for similar work by other cities and local industry.

1-11. Work Hours

Workdays for City employees are based on the type of work done and are set by individual departments. A “normal” workweek is 40 hours for non-sworn employees. Sworn employees are paid every two weeks, but their assigned work hours will be different. However, in certain instances work schedules may vary and various employees may work different schedules because of our responsibility to the citizens of the City of Hattiesburg. Your supervisor determines scheduling of your work hours and any unpaid meal period. Your work schedule may need to be changed temporarily to meet the needs of the City. If you refuse to meet needed changes, disciplinary action, up to and including termination, may be taken.

Due to the nature of certain jobs in the City of Hattiesburg, some hourly (non-exempt) employees are subject to being on-call, ready to return to work after their normal work shift is finished.

For the inconvenience of being in such on-call status, employees will be paid \$2.00 per hour for any time spent in such waiting to be called back to work. For any time that such employee is working when called-in back to work, he/she will be paid their normal hourly rate of pay (time and a half such regular rate of pay for hours worked over 40 in a week). Overtime will be calculated on the on-call pay by use of the Wage and Hour Coefficient Table, an acceptable method of overtime pay computation per the Wage and Hour Division.

In order for such employee to be able to return to work in a safe and healthy condition, such employee must refrain from taking any substances, such as alcohol or drugs, including prescription drugs, that may hinder or impede him/her from performing their work. Also, they must be able to report back to work within 30 minutes.

Failure of any employee to accept on-call status and/or work may result in disciplinary action against the employee, up to and including termination of employment. Failure of an on-call employee to remain sober and able to return to work while in on-call status may result in disciplinary action, up to and including termination of employment. Failure of the on-call employee to remain in close proximity to their job location that would permit them to report back to work within 30 minutes of being notified of the requirement that they return to work may result in disciplinary action against the employee, up to and including termination of employment.

1-12. Meal Period

You are normally given a meal period break during the workday. Meal periods are typically 30 minutes to one hour and you generally are not compensated. Meal periods are scheduled in advance at the discretion of your supervisor. You are required to take your meal period away from your work station area. The City provides a break area for employees who wish to remain at their job location during their meal period.

In rare circumstances, and only with your supervisor's prior approval and there is productive work available, you will be allowed to skip or shorten the meal period to shorten your workday or to make up worktime missed.

1-13. Work Breaks

Breaks may be provided, but not required, and must be approved by the supervisor and scheduled for the convenience of the department. In no case shall there be more than two breaks per eight (8) hour shift, and each break should be no more than fifteen (15) minutes long.

1-14. Overtime

If you are required to work beyond the normal work week or work cycle, you should be granted equal time off during that same work week so the total actual hours worked is the normal total hours in a workweek.

When this is impossible or impractical, if you are a nonexempt employee, you will be paid at one and one-half times your normal hourly rate of pay or accrue compensatory time at the rate of one and one-half hours for all hours worked beyond the normal work week (must work a minimum of 40 hours) in accordance with the Fair Labor Standards Act – FLSA. You may work overtime ONLY with prior authorization of your supervisor and are required to work additional hours as instructed. Refusal to work additional or other than normal scheduled hours may result in disciplinary action up to, and including termination of employment. You will need to provide an explanation of overtime worked to your supervisor

so it can be entered into the timekeeping system as an explanation of duties performed to warrant additional work time. If you fail to clock in/out when working or do not report additional time worked to your supervisor during the pay period it is earned, it can be reported and calculated for inclusion on the next paycheck. A manual check will not be issued to pay over-time hours not included when you fail to use the timekeeping system or report your work hours within the required timeframe. You may have to wait until the next regularly scheduled pay date.

When calculating overtime, do not count holidays or accrued leave time (personal, sick or compensatory hours) as hours worked.

1-15. Compensatory Time

You may, at times, receive credit for compensatory leave. This generally happens when your manager considers it essential you work after normal hours and you are unable to take the time off during the same workweek.

If you are a non-exempt, non-sworn employee, you may earn compensatory time -- instead of cash overtime pay - at a rate of an hour and half for each hour worked over forty (40) hours in a workweek (as defined in Department of Labor regulations). You are limited to 240 hours of earned compensatory time. Sworn Police and Fire have different limits.

Any compensatory hours you earn above the maximum will not be accrued but will be paid out to you. You must first exhaust all accrued compensatory hours when requesting personal leave. Your accrued unused compensatory time will be paid to you when you attain exempt status or leave City employment.

1-16. Promotions

A promotion is the movement of an employee from one position to another position that requires a higher level of skill and/or responsibility. It is also usually assigned to a higher pay range.

After you have served six (6) months in a position or meet the established standards for sworn personnel, you may apply for promotional opportunities through the internal transfer process.

1-17. Internal Transfer

Whenever possible, the City of Hattiesburg promotes and encourages personal and/or professional growth and development for its employees through internal transfers, promotions, and training and educational opportunities. Occasionally, the City will opt to

change an employee's duties or position, not at the individual's request, but as a result of some other need, for instance job performance or elimination of the position.

There are two types of transfer requests for non-sworn employees:

A. Employee Request

You may request a transfer to an approved and posted position by submitting a completed Application for Transfer Form and a resume. Applicants must also meet the minimum criteria as listed below:

- You have held your current position for at least six (6) months.
- You have met or exceed the minimum requirements for the position.
- You have a satisfactory job performance and attendance record.
- The position has been approved to be filled and is posted.
- If the position requires candidates to successfully pass a typing test and/or other Clerical Skills test, internal transfer applicants who meet all other minimum requirements will be scheduled for testing.
- An approval for a transfer is at the discretion of the manager with the position open, it is not a guarantee.

The section on the form that you complete must be submitted to your manager. To give you ample time to apply for a transfer and perform any required tests, available positions are posted for a minimum of 5 working days before a hiring decision is made.

Internal transfer requests are only given more consideration than an outside applicant when all other qualifications are equal. Management will consider your ability, employment record and other qualifications in deciding whether to select you for a transfer. (In the event that two or more employees apply for a transfer to the same position and ALL qualifications - including education, initiative, attitude and other factors - are essentially the same among all applicants, the job will be awarded to the employee with seniority.)

If you request and receive a transfer, you will be placed on a six (6) month probationary period to determine job suitability. If your performance in the new position is unsatisfactory, your employment may be terminated if an alternative solution is not determined.

Your pay may be adjusted (either increased or decreased) to accommodate new job duties.

B. Management Transfer

Occasionally, the organizational needs of the City warrant movement of an employee to a different position. Because this movement is at the discretion of management, the previous criteria established for an employee internal transfer does not apply.

If you are a management-transferred employee, you will also be placed on a six (6) month probationary period to determine job suitability. If your performance in the new position is unsatisfactory, your employment may be terminated if an alternative solution is not determined.

If you receive a management transfer, you may receive an adjustment in your pay (either increase or decrease) to fit the responsibilities and the budget of the new position.

1-18. Personnel Records, References and Privacy

Personnel records shall be maintained for each employee in Human Resources. These records are the property of the City and are confidential. Departments are permitted to maintain additional files of employee information, but the official employment record is the one in Human Resources. All appropriate documentation must be forwarded to Human Resources to be included in this file. As an employee of the City, you are required to notify Human Resources of any changes in personal status (i.e.; marital status, number of dependents, beneficiaries, home address, telephone number, etc.) and of any additional educational and skill training you acquire after you are hired.

You may view your personnel records by notifying Human Resources and scheduling a time for inspection that is mutually convenient. If you are a current employee, you may request a copy of your file. Former employees are only allowed access to their employment files by court order.

All inquiries concerning current and former employees shall be referred to the Human Resources Department.

1-19. Performance Evaluations

As a City of Hattiesburg employee, your job performance will be evaluated to help identify your successes as well as areas that need improvement. Newly hired employees and employees who transfer to a new position, will be evaluated several times over the 6-month probationary period (note: Fire and Police Sworn Personnel are under a 1-year probationary period). Evaluations allow your supervisor to measure your work against the requirements of the position and to assess specific behaviors related to your job performance. As part of the process, you will be given the opportunity to review the evaluation and to set goals. If

improvement is needed, your supervisor will work with you to develop an action plan that notes any required improvements and provides a time frame for achieving them.

You will be re-evaluated at the appropriate time to determine if improvement has been made; if you are unwilling or unable to make necessary adjustments, termination may be considered.

Performance evaluations will become a permanent part of your personnel file.

1-20. Travel and Expenses

If you are required to travel in the performance of an official duty, City policy allows you to be reimbursed for reasonable expenses incurred as allowed by policy. You are required to use city-owned vehicles when traveling unless circumstances prohibit and you have obtained prior written approval for use of a personal vehicle from your Director or Manager. You can be reimbursed for overnight lodging if you have proper authorization and receipts, and if travel circumstances prevent departure and return on the same day. You are expected to exercise the same care incurring expenses as a prudent person traveling for personal reasons.

It is your responsibility to obtain information regarding the City's travel reimbursement procedure from your department's purchasing and travel manual before you travel. To be reimbursed for any travel expenses, you must follow pre-established rules and regulations. The Purchasing Division is available to answer any additional questions you may have.

1-21. Polygraph Examination

As a condition of employment with the City, applicants for certain positions may be required to take a post-offer of employment polygraph examination. These are positions of trust that involve the handling of cash, property, evidence, equipment, confidential information, civilian law enforcement position, and/or those occupations designated as Deputy Municipal Clerk or Deputy Court Clerk. Results will not be used as the only factor in the hiring decision.

Employees may also be required to participate in specific-issue polygraph examinations during an investigation. It is a condition of employment with the City that you fully cooperate with any law enforcement agency's criminal investigation. Refusing or failing a polygraph with supporting evidence may result in disciplinary action, up to and including termination of employment. Results of a polygraph will be confidential and will be shared only with those who are in a "need-to-know" position.

1-22. Information Technology

The use of computer, electronic mail and Internet systems is reserved for the conduct of business within the City of Hattiesburg. Any unauthorized access or use of the City of Hattiesburg's computer systems is strictly prohibited. The City has established a computing policy. Upon employment, you are given a copy and are responsible for compliance. The City of Hattiesburg's computing Policy is incorporated by reference herein. A violation of this policy may result in disciplinary action ranging from a verbal warning up to discharge from employment.

1-23. Position which requires Bonding

If you were hired into a position which requires you to be bonded or should you transfer to a position which requires you to be bonded, you will **not be allowed to work** in that position until you successfully complete the bonding process and have been bonded. The bond will be paid for by the City. You are also responsible to remain in compliance with all bonding requirements to ensure your bond does not lapse. Failure to obtain bonding will mean termination of your employment should alternative arrangements not be feasible.

CHAPTER TWO

STANDARDS OF EMPLOYEE CONDUCT

2.1. Attendance

Regardless of your position or the duties you perform, you are a valuable employee and your presence is needed if the City is to function properly and efficiently. It is your responsibility to be ready and able to work at the start of your shift.

If for any reason you cannot report to duty or are unable to report to work on time, you must follow pre-established guidelines and notify your supervisor prior to the start of your scheduled work time. Your manager will provide you instructions on how you are to contact your department should an unforeseen circumstance occur.

If you report to work after the scheduled start time, even if it is due to circumstances beyond your control, you will be considered tardy and may be subject to disciplinary action.

If you are absent three or more consecutive days without proper notice or explanation to your supervisor, you may be considered to have abandoned your position and your employment may be terminated.

2.2. Commitment During Work Hours

While at work, you should apply yourself to your assigned duties during the entire work period for which you are being compensated, except for reasonable time needed to take care of personal needs, as approved by your supervisor.

2.3. Resignation

You are required to submit a written resignation to your supervisor if you want to terminate your employment. You should provide a minimum resignation period (“notice”) of ten (10) working days. You may not use compensatory time, personal time, or sick leave during your resignation period. If you happen to fall ill during your resignation period, you must submit a doctor’s excuse to be allowed to use accrued sick time. The resignation period may be extended for the number of days missed due to illness.

If your resignation period ends on a scheduled holiday, you must work the day after the holiday to be eligible to receive holiday pay.

2.4. Conflict of Interest

You should be very careful to avoid using, or appearing to use, your position with the City of Hattiesburg for personal gain. As an employee, you are not to engage in any activity,

whether in private or on official City business, which may pose or appear to pose a conflict of interest.

2.5. Political Activity

You shall not be compelled to participate in any political campaign, nor may you do so voluntarily while on paid duty time. You are encouraged to register to vote and to exercise that right in local, state, and federal elections. You are allowed to voice your opinion on issues and candidates on your own time and as a private citizen, but may not wear buttons, T-shirts, caps, stickers, etc., endorsing a particular candidate or party as part of your work attire or uniform.

2.6. Outside Employment

You are not prohibited from holding outside employment as long as it does not interfere with the performance of your duties, does not create a conflict of interest, and as long as you have informed your supervisor of your outside employment. However, you may not work for another employer while being paid accrued sick leave hours.

2.7. Workplace Violence

Safety of employees is our highest concern. We encourage you always to be alert to the possibility of workplace violence and require that you immediately report all acts of violence or threats of violence to your supervisor. All reports of violence will be handled in a confidential manner, with information released only to those who have a need to know. Every effort will be made to protect the safety and anonymity of anyone who comes forward with concerns about a threat or act of violence. You are given a copy of the City's Work Place Violence Policy upon employment. This policy is incorporated by reference herein. A violation of this policy may result in disciplinary action ranging from a verbal warning up to discharge from employment.

2-8. Harassment – Including Harassment of a Sexual Nature

The City is committed in providing a work environment that is free from the hostile atmosphere created by harassment or intimidation. Unlawful harassment of any kind will not be tolerated. Harassment based upon an individual's sex, race, ethnicity, national origin, age, religion, or any other characteristics protected by law will not be tolerated. All employees, including management personnel, both elected and unelected, are expected and required to abide by this policy.

Use of racial or ethnic derogatory remarks, jokes, or gestures will not be allowed, the same shall be investigated, and disciplinary action may be taken, whenever found warranted.

Harassment of a sexual nature is also prohibited. Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is personally offensive, that lowers morale and that, therefore, interferes with work effectiveness. Specifically, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when: (1) submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for decisions about employment, promotion, transfer, selection for training, performance evaluations, benefits, or other terms and conditions of employment; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

If you believe you have been harassed on the basis of your sex, race, national origin, ethnicity, religion, or any other legally protected background as described in this Handbook, by any individual, including management personnel, employed by the City, you should immediately report the incident to your Director, the Human Resources Manager, the Chief Administrative Officer or the City Clerk. If your supervisor is one of the above or it involves a Council member, you should report harassing conduct to the Mayor. Such charges shall be promptly investigated and, if substantiated, the offending individual will be appropriately disciplined. To the extent possible, all persons involved in a complaint of harassment will be given the utmost protection of privacy, and such matters will be handled as discreetly and confidentially as possible. Persons complaining of harassment will be protected from reprisals and retaliation by other employees as a result of such complaints, and any claim of retaliation, or complaint of filing false harassment claims, shall be investigated and disciplinary action and disciplinary action may be taken, whenever found warranted.

2-9. Substance Abuse in the Workplace

The City of Hattiesburg is committed to maintaining a workplace free of alcohol or drug abuse, and therefore prohibits the sale, possession, and use of alcohol and/or drugs. You will be tested — and must successfully pass — a drug and/or alcohol test before the offer of employment is confirmed. You are subject to testing during your employment with the City for reasonable suspicion and after an accident/incident. A positive test is grounds for immediate termination. Employees in the positions of sworn police, sworn fire, equipment operators, plant operators, employees in Mass Transit, and any other position requiring a CDL are subject to random testing. Should you face the problem of drug/alcohol abuse, please know that you have the option, before testing, of accepting help through the City's Employee Assistance program. However, you can't ask for help after an incident or accident has already occurred. In addition, accessing the Employee Assistance Program does not mean you cannot be disciplined if warranted if you violate City policy, even if the discipline is for actions that are traceable to substance abuse. You are given a copy of the City's

Substance Abuse in the Workplace Policy and Program upon employment. This policy is incorporated by reference herein. A violation of this policy may result in disciplinary action ranging from a verbal warning up to discharge from employment

2-10. Intimate Relationships

You, as an employee, are encouraged to socialize and develop professional relationships in the workplace provided that these relationships do not interfere with the work performance of you or the other person. When you engage in personal relationships (including romantic and sexual relationships) you should always be aware of your professional responsibilities and assure that the relationship does not raise concerns about favoritism, bias, ethics and conflict of interest.

Romantic or sexual relationships between employees, even if consensual, where one individual has influence or control over the other's conditions of employment are inappropriate and prohibited. These relationships or behavior may result in disciplinary action up to and including immediate termination of employment for both parties.

2-11. Personal Phone Calls or Text Messages

Please place your cell phone on vibrate or silent mode when in city buildings. No-hands free cell phone devices are to be worn while at work at any time.

In conducting personal business while at work, you are expected to exercise the same discretion when using personal cellular phones as when using City of Hattiesburg phones. Making or receiving personal calls or text messages during the workday, regardless of the phone used, will interfere with productivity and may distract others.

You are asked to keep personal phone calls, received or made, during work hours to a minimum and to limit them to no more than three (3) minutes at a time. Although the City of Hattiesburg understands you may have personal obligations you feel demand immediate attention, City policy requires you make and receive personal phone calls and/or text messages during non-work-time. Please make sure family members and friends are made aware and adhere to the City's policy.

If an emergency arises, you may be contacted through your supervisor.

You should have no expectation of privacy in the use of City owned cell-phones, computers or other electronic devices. These devices may be searched and monitored.

2-12. Personal Use of City Provided Cellular Phones or Devices

Business cellular phones or other devices may be issued to employees as a necessary part of their jobs. City-issued cellular phones or devices are to be used for business purposes only. If you use a city-issued phone or other device for personal business, you may be required to reimburse the City.

As stated previously, employees should have no expectation of privacy in the use of City owned cell-phones, pagers, computers or other electronic devices. These devices may be searched and monitored.

2-13. Safety Issues for Use of Cellular Phones or Devices

City employees are bombarded with distractions when driving. Limiting the use of cellular devices during this time is one way to minimize the risk of an accident for our employees. Safety must come before all other concerns.

If your job responsibilities include regular or occasional driving, whether in a City-owned or personal vehicle, while on City time, you are expected to refrain from using any type of cell phone while driving a vehicle. Sending or reading text messages, surfing the Internet, receiving or responding to email, and checking text messages is **prohibited** while driving. (Note: Bluetooth may be used for conversation only in vehicles that have capability.)

You should pull safely off of the road and stop your vehicle before placing or accepting a phone call or reading/sending a text message. Texting while driving is not only against City policy but it is also illegal.

You are acting outside the scope of your employment if you use a cell-phone while driving. You are never to place yourself or others at risk to fulfill business needs.

If you are charged with traffic violations occurring because you were driving while using a City-issued or personal cell phone or other device or sending/reading text messages, you will be solely responsible for all liabilities that result from your actions and will be subject to disciplinary action up to and including termination of employment.

2-14. Assigned City Equipment

If you have been assigned City equipment for the performance of your job duties, it must be returned in good condition by your last day of employment or when requested. Should you fail to do so, the fair market value of the equipment may be withheld from your earnings or accrued time as allowed by law.

You are also expected to protect City equipment (i.e., cellular phone, radio, laptop, etc.)

assigned to you from loss, damage, or theft. You may be responsible for repaying the City for lost or damaged equipment assigned to your care. If equipment assigned to you is stolen, you must complete a police report. City policy prohibits the misuse or use of City equipment for personal business. You should have no expectation of privacy in the use of City-owned cell phones, pagers, computers or other electronic devices. These devices may be searched and monitored.

2-15. Assignment or Use of City Vehicle

If you are assigned or use a city vehicle and receive a vehicle citation while using that vehicle you are personally responsible for reporting the incident to your immediate supervisor and payment of the citation in a timely manner. Depending on the circumstances you may be subject to disciplinary action up to and including termination of employment.

2-16. Smoking in the Workplace

The City of Hattiesburg is a smoke-free work environment. Breaks may be provided, but are not required and must be scheduled for the convenience of the department. If a break is provided, you may smoke in designated areas only and follow the City of Hattiesburg's Smoking Ordinance. Each break should be no more than fifteen (15) minutes long, and in no case should you take more than two breaks per eight (8) hour shift. Employees are not allowed to smoke in any City owned vehicle.

2-17. Driver's License

As an employee with the City of Hattiesburg you will have the potential to operate a City vehicle, motorized equipment (i.e., tractor, backhoe, etc.), or your personal vehicle while working. Therefore, unless specifically exempted by your Department Director and Administration, you are required to have and maintain a valid MS driver's license throughout the course of your employment. State law requires MS residents obtain a Mississippi license within 30 days, even if their previous license has not expired.

You are required to immediately report to your supervisor should your license expire, or becomes suspended or invalid for any reason.

If you are not exempted from having a valid driver's license for you to perform your day to day job duties and your license becomes *suspended* you will be suspended for 3 work days and given no more than 90 days to have your license reinstated. During this 90-day period of time, and only if it is feasible, you will be temporarily reassigned to duties which do not require a license. If temporary reassignment is not feasible, you will not be able to work until you obtain your valid license (you can use available Personal Leave or will be in a non-paid status.)

Failure to comply with these requirements may result in disciplinary actions up to and including termination of your employment.

2-18. Dress Code

The dress code and appearance of City employees is a direct reflection on the professionalism of our services. City employees meet with the public daily as part of their regular work day. A neat, well-groomed employee will present a positive image of the City and demonstrate the pride of our City employees. Our appearance and attire have a definite impact on the way we are perceived by others and the confidence that citizens have in our ability to provide quality services.

City employees are expected to be neat, clean, and dress in attire appropriate to their positions. The following information should guide employees on proper dress in the workplace. Although it is difficult to develop a policy that will cover all individual variations in dress and style for each work situation or circumstance, the following guidelines have been established based on public image, job safety, and personal hygiene.

Non-Uniformed Personnel – Office Environment:

The following items of clothing are considered inappropriate for the office environment (Guidelines apply to full-time, part-time, interns, work-study, etc.)

- T-shirts or sweatshirts (unless with supervisor approval)
- Tube tops, halter tops, tank tops, muscle shirts
- Sweat pants or workout clothes
- Any clothing that is overly revealing or outlandish so as to cause distraction
- Clothing with advertisements (City-related logos are acceptable)
- Body-hugging clothing, including leggings and spandex garments
- Shorts
- Jeans (except on Casual Fridays)
- Military or hunting clothes
- Athletic shoes, tennis shoes, flip flops

Leggings are allowed if paired with an appropriate upper garment that is no more than 3 inches above the knee. Cardigan sweaters, dresses or full-length blazers are recommended attire with leggings. Long shirts are not considered a dress. The employee should be conscious of the length of attire to ensure professionalism is maintained.

Casual Friday is considered a casual dress day. Although considered more casual than the normal business attire, the guidelines set forth previously are to be followed. Jeans must not be overly worn, faded, or in disrepair.

Field workers in the office setting for a full day shall follow the same guidelines for non-uniformed personnel.

Please exercise good judgment when dressing for work. Violations may be just cause to require that you leave the work site to change into appropriate attire; you **will not** be paid for work time missed if you are required to change clothes.

2-19. City Identification Badges

Upon employment, you are provided a City badge identifying you as an employee and listing your position and department. Badges are to be worn while at work and when on official City business unless you are working in certain outside jobs and wear a city uniform with your name on the shirt.

You are required to return your badge to your supervisor if you resign or your employment is terminated. If a badge is lost, there is a replacement fee to obtain a new one as allowed by law. Damaged badges will be replaced at no cost but may result in disciplinary action.

2-20. Solicitation

The City of Hattiesburg limits solicitation and distribution on its premises because such activities can interfere with normal City operations, can be detrimental to efficiency, can be annoying, and can pose a threat to security.

Persons who are not employed by the City are prohibited from soliciting funds or signatures, conducting membership drives, posting, distributing literature or gifts, offering to sell or to purchase merchandise or services (except by representative of properly identified supplies), or engaging in any other solicitation, distribution, or similar activity on City property. The City of Hattiesburg may authorize a limited number of fund drives by employees on behalf of charitable organizations.

The City may permit employees to engage in solicitation or distribution of literature for any group or organization, including charitable organizations, within the following guidelines:

- The sale of merchandise is limited to City functions and activities. Solicitation and distribution of literature with proper approval from Administration should not interfere with work time of either the employee making the solicitation or distribution, or the targeted employee. The term “work time” does not include an employee’s authorized lunch or rest period or other time when the employee is not required to be working.
- The City of Hattiesburg maintains bulletin boards to communicate City information

to employees and to post notices required by law. Any unauthorized posting of notices, photographs, or other printed or written material on bulletin boards or any other City property is prohibited. There is only one community bulletin board. It is located on the second floor of City Hall outside of Council Chambers.

2-21. Social Media Policy

The City of Hattiesburg respects the right of employees to use social media and networking sites as well as personal websites and blogs, but it is important that employees' personal use of these sites does not damage the reputation of the City or have the potential to affect the operations of the City.

All employees of the City of Hattiesburg shall observe the following while participating in any social media websites:

- Access of social media websites for individual (personal) use during hours when an employee is on duty is prohibited.
- Employees shall not post any data, documents, photos or other information to any website or application that has the potential to affect the operations of the City.
- Employees shall never use their personal social media accounts in any way purporting to be or speaking for the City of Hattiesburg.

Violation of any of these policies may result in disciplinary action up to and including termination.

CHAPTER THREE
EMPLOYMENT BENEFITS

3-1. Holidays

Full-time employees receive regular pay for ten (10) legal holidays and for any other day proclaimed as a holiday by the Governor or the President of the United States (section 3-3-7, Mississippi Code of 1972, Annotated, as amended).

If you are a full-time employee, you are required to work your regularly scheduled workday immediately before and after a scheduled holiday to be eligible to receive holiday pay, unless you are on an approved leave of absence, or have requested and been approved in advance to use your accrued personal time off. If you do not have available personal time, you must work the workday immediately before and after a holiday to be eligible to receive pay for the holiday. If you become sick and have to miss the day before or after a holiday, you must submit a physician's certification of illness or a physician's excuse to your supervisor immediately upon your return to work to be eligible for the holiday pay.

The legal holidays are as follows:

January 1	New Year's Day
The Third Monday of January	Martin Luther King's Birthday
The Third Monday of February	Washington's Birthday/President's Day
The Last Monday of April	Confederate Memorial Day [the City substitutes the Friday before Easter Sunday (Good Friday) in lieu of Confederate Memorial Day]
The Last Monday of May	Memorial Day
July 4	Independence Day
The First Monday of September	Labor Day
November 11	Armistice or Veteran's Day

A day fixed by proclamation by the Governor of Mississippi as a day of Thanksgiving, which shall be fixed to correspond to the date proclaimed by the President of the United States.

Thanksgiving Day

December 25

Christmas Day

The exact dates for observing holidays are published following formal Council adoption each year. If you are a full-time employee who is required to work on an announced holiday, you will receive holiday pay (or equitable compensatory time) and pay for actual hours worked. Holiday pay does not count as hours worked for determining overtime. If you are an exempt employee scheduled to work during a holiday, you may take the holiday at a later date as approved by your supervisor. A holiday cannot be taken before it occurs.

The City of Hattiesburg reserves the right to decrease or add additional holidays each year, as it deems appropriate.

3-2. Personal Leave

A. Accrual

Full-time employees accrue personal leave time based on continuous full-time employment. You are not allowed to use accrued personal leave until you have reached your six-month period of full-time employment.

Full time employees accrue personal leave time hours as indicated below:

Continuing Full Time Employment	Accrual Rate Monthly	Days Earned Annually
1 month - 2 years	8 hours	12 days
25 months - 12 years	12 hours	18 days
145months - 20 years	16 hours	24 days
241months and longer	18 hours	27 days

Advances on personal leave are not permitted.

B. Accumulation

There is no limit to the accumulation of personal leave. Unused personal leave will be carried over from year to year.

C. Payout

If you are resigning or retiring, upon separation of employment you may request to be paid up to 30 days (240 hours) of earned, unused personal leave. All remaining unused accrued personal leave will be certified to the Public Employees Retirement System (PERS) for award as creditable service under the state retirement plan.

D. Personal Leave Request

All personal leave off must be requested and approved in advance by your manager/supervisor. Occasionally situations may arise where you need to be off and requesting off in advance is not an option. Those situations will be handled on a case by case basis and are at the sole discretion of your supervisor.

When requesting off three (3) or more consecutive days, you should provide your manager a minimum of two (2) work weeks of notice. Some departments may require longer, so be sure to check with your supervisor. Unused Holidays and accrued compensatory time must be exhausted before you may use accrued personal leave.

3-3. Sick Leave

A. Accrual

Full-time employees accrue sick leave time based on continuous full-time employment. Leave cannot be taken before it is earned.

You are eligible to request to use sick leave as soon as it is accrued.

Continuing Full Time Employment	Accrual Rate Monthly	Days Earned Annually
1 month to 2 years	8 hours	12 days
25 months to 12 years	7 hours	10.5 days
145 months to 20 years	6 hours	9 days
241 months and longer	5 hours	7.5 days

B. Accumulation

There is no limit to the accumulation of sick leave. Unused sick leave will be carried over from year to year.

C. Usage

You may only use accrued sick leave for the following reasons:

1. Absence from work due to personal illness
2. Absence from work for a doctor's appointment (includes dentist, eye, etc.)
3. Absence from work due to an approved Family Medical Leave qualifying event (even if an immediate family member)
4. Absence from work (maximum of 3 days) for the death of an immediate family member (spouse, child, parent, brother, sister, grandparents, grandchildren, or similar relationships that are "in-law" or "step."). This is called Emergency Leave.

D. Documentation Required

You are required to submit a physician's certification of illness (sick excuse) before you will be allowed to use accrued sick time for the following reasons:

- on the 3rd consecutive day of illness
- for a medical condition that will require periodic absences from work for a time frame beyond your initial absences
- for a Family Medical Leave event
- when your supervisor has notified you in writing that a physician's certificate of illness will be required for further absences for a specific period of time due to illness/doctor's appointment
- when you miss work due to illness the work day before or the work day after a holiday.

If at anytime, 10% or more of employees scheduled to work in a department designated as vital to the safety of the City of Hattiesburg (Sworn Fire and Police) or to ensure City functions (Sanitation, Water, Mass Transit, etc.) are out at the same time due to illness, all employees who missed work during that period will be required to present a doctor's certificate of illness upon their return to work.

E. Payout

You will not be paid out your accumulated, unused sick hours upon separation of employment. Rather, the unused hours will be certified to the Public Employee's Retirement System (PERS) for award as creditable service under the state retirement

plan.

3-4. Administrative Leave

A. Administrative Leave - With Pay

The Mayor may grant you administrative leave with pay when you must serve as a juror, City witness or party litigant in City-related cases, as verified by the clerk of the applicable court (such leave may be in addition to any fees paid for such services). Verification must accompany your timesheet.

The Mayor may also grant administrative leave with pay for a specific length of time if you are involved in a traumatic situation and leave is recommended by your Chief or Director, or if you are under investigation for a violation of City policy and it is in the best interest of the City that you not appear at work. This type of administrative leave is usually of a short duration.

The Mayor may also grant administrative leave with pay in the event of extreme weather conditions or in the event of a man-made, technological, natural disaster, pandemic or other emergency.

B. Administrative Leave - Without Pay

As a City employee, you may be placed on leave without pay for disciplinary reasons and upon approval of your Chief or Director and the Mayor. However, the Mayor may permit you to continue to work when you, with a recommendation from your Director, request instead that a like number of days be deducted from your personal or compensatory leave accumulation, or a combination thereof. Suspension for disciplinary reasons with pay is prohibited.

In extreme and rare situations, you may be allowed to take leave without pay for a period of time not to exceed six (6) months. Leave without pay is granted on a case-by-case basis after all accrued leave is exhausted and if you are not eligible or no longer eligible for Family and Medical Leave. Your Chief or Director, with the Mayor's knowledge and approval, may grant leave without pay for up to one (1) month; only the Mayor can approve leave without pay for periods longer than one month (up to six months).

While on leave without pay, you will not be eligible to accrue benefits. You also will be responsible for paying individual or family insurance premium(s) each month to maintain coverage. You may choose to drop coverage if it is not under the Section 125 Cafeteria plan, however, if health insurance is terminated you will have to wait until the first of the month after 90 days of active status for your health insurance to go back into effect. You will not be able to pick up coverage again on optional benefits such as dental, vision, etc. until the City's annual open enrollment period.

Upon your timely return from an approved Administrative Leave - Without Pay, you will be guaranteed your prior position or a position of equal status and equal pay.

3-5. Leave of Absence from Work

The City follows all legal requirements for allowing employees to be off from work including Pregnancy, Family and Medical Leave, and Military. A leave of absence is granted when your department can spare you, when your employee record justifies the privilege, and/or when there is a legal requirement to do so. An approved leave of absence does not guarantee you a job when you are able to return to work, except for Military and Medical Leave. Please contact the Human Resources Department for specifics on any leave of absence from work.

3-6. Jury Duty and Court Appearances

If you are selected for Jury duty, special leave with pay will be granted at your normal rate of pay. You must present a certificate from the court that indicates the date(s) of service to the Human Resources Department.

Should the court excuse you during your normal work hours, you are to report to work.

3-7. Voting

The City of Hattiesburg fully supports our democratic system and affords all of its employees an opportunity to exercise their right to vote. Upon the approval of your supervisor or manager, you may take up to two hours of compensatory or accumulated personal leave should it be impossible to vote either before or after your normal work schedule.

3-8. Employee Assistance Program

As an employee of The City of Hattiesburg, you have access to the Employee Assistance Program (EAP). EAP offers a variety of services to you and your spouse, and/or your dependent children, including personal assessments, referrals, counseling, and educational information to assist in resolving personal problems.

All contacts with EAP are handled professionally and are strictly confidential.

You have two avenues of referral:

- Self- Referral - You recognize that there is a problem and call the EAP to

request an assessment. After the assessment, a recommendation and referral will be made for counseling or treatment.

- Supervisor /Mandatory Referral - A supervisor, recognizing a decline in job performance and suspecting that personal problems may be a significant factor, consults with Human Resources and directs you to obtain an assessment from EAP. After the assessment has been completed, a recommendation and referral will be made and counseling or treatment may begin if needed. As a condition of continued employment, you are required to abide by the recommendation from EAP.

Please contact the Human Resources Department for information on the City's current provider.

3-9. Employee Health Clinic

Employees and eligible dependents may access the City's Employee Health Clinic. It is staffed by a Nurse Practitioner and a Lab Technician to provide free non-emergency health care. All services provided at the clinic are FREE! Un-insured City employees and their eligible dependents may also use the clinic but are required to pay a fee for each office visit and pay the cost for labs performed.

3-10. Employee Professional Development/Training

As an employee you may be afforded an opportunity to enhance your work skills. Details on training offered will be provided by your supervisor.

3-11. Worker's Compensation

The Mississippi Workers' Compensation Law covers all City employees. This law provides certain benefits in the event you suffer a work-related illness or injury. In case of a work-related fatality, this law guarantees the payments of benefits to your spouse and/or dependents. These benefits are provided at no cost to you or your dependents. Contact the Risk Management department for specifics.

You must report any work-related illness or injury to your immediate supervisor as soon as possible so appropriate medical treatment can be arranged. Timely reporting also insures you will be paid all wage loss benefits without undue delay.

3-12. Payroll Deductions for Benefits

Full-time, regular status employees are entitled to receive health, dental, or vision group insurance. Only single group health is provided free of charge. If you elect to cover yourself, you may also elect to cover your dependent(s).

Dependent Classification

You must be legally married in order to insure someone as a spouse.

To insure a child as a dependent, he/she MUST be:

- You or your spouse's biological child, OR
- You or your spouse's legally adoptive child, OR
- You or your spouse's legal foster child, OR
- You or your spouse is the legal guardian of the child, AND
- The child is age 26 or under to be covered under the group health plan, OR age 25 and under AND a full-time student at a college or university to be covered under the group dental or vision plan. For the group dental and vision plans, the college or university must provide verification of full-time enrollment status each fall by September 15 and again in the spring semester by January 15 of each year the dependent remains covered.

A. Health Insurance

As a full-time, regular status employee, you are provided health insurance coverage by the City of Hattiesburg on the first of the month following the completion of sixty (60) days of continuous full-time employment. Dependent coverage is available and is paid through payroll deduction. Should you wish to add dependent coverage at a later date, it can only be done during the City's annual Open Enrollment period unless you have a "qualifying event."

Changes must be made within 31 days of the "qualifying event." Please contact Human Resources if you have questions about "qualifying events."

Upon termination/retirement you may elect to remain on the City's health insurance for the time period allowed by the Consolidated Omnibus Budget Reconciliation Act (COBRA). You are responsible for paying the total monthly premium.

B. Basic Life Insurance

As a full-time, regular status employee, you are provided a Basic Term Life and Accidental Death and Dismemberment Insurance policy of \$20,000. The effective date of coverage is the same as the health insurance, on the first of the month following the completion of sixty (60) days of continuous full-time employment.

C. Optional Term Life Insurance

As a full-time, regular status employee, you are provided an opportunity to purchase additional term life insurance. Group rates are based on your age. Coverage may also be obtained on your spouse and/or dependent children if you choose the additional voluntary life. If a newly eligible employee, you are given a one-time opportunity to obtain up to a \$100,000 policy without underwriting requirements. Spouses and dependents do not have the same guarantee. The effective date of coverage is the first of the month following the completion of sixty (60) days of continuous full-time employment. After initial eligibility, coverage can only be added during the City's annual Open Enrollment period.

D. Dental Insurance

As a full-time, regular status employee, you may elect to purchase group dental insurance, paying your premiums through payroll deduction. The effective date of coverage is the first of the month after sixty (60) days of continuous full-time employment. Dependent coverage is also available. Should you wish to add dependent coverage at a later date, it can only be done during the City's annual Open Enrollment period unless you have a "qualifying event." Changes must be made within 31 days of the "qualifying event." After initial eligibility, coverage can only be added during the City's annual Open Enrollment period.

Upon termination/retirement you may elect to remain on the City's health insurance for the time period allowed by the Consolidated Omnibus Budget Reconciliation Act (COBRA). You are responsible for paying the total monthly premium.

E. Vision Insurance

As a full-time, regular status employee, you may elect to purchase group vision insurance, paying your premiums through payroll deduction. The effective date of coverage is the first of the month after sixty (60) days of continuous full-time employment. Dependent coverage is also available. Should you wish to add dependent coverage at a later date, it can only be done during the City's annual Open Enrollment period unless you have a "qualifying event." Changes must be made within 31 days of the "qualifying event." After initial eligibility, coverage can only

be added during the City's annual Open Enrollment period.

Upon termination/retirement you may elect to remain on the City's health insurance for the time period allowed by the Consolidated Omnibus Budget Reconciliation Act (COBRA). You are responsible for paying the total monthly premium.

F. Retirement

Another one of the great benefits you receive as an employee working for the City is your required participation in the Public Employee's Retirement System (PERS) of Mississippi. If you are an eligible employee, both you and the City contribute a percentage of your gross pay each payroll towards your individual retirement account. Currently you will be required to contribute 9% of your gross and the City will contribute 15.75%! This contribution rate may be adjusted in the future by the PERS retirement system. Please go to the Public Employees Retirement System website at www.pers.state.ms.us for additional information as well as current percentages.

If you do not retire but leave public service, you may obtain a refund of your contributions, less 20% withholding for income tax purposes. A penalty may be accessed; retirement contributions are not taxable until they are withdrawn. Please contact the Human Resources Department for additional information.

G. Deferred Compensation

Deferred Compensation is a supplemental, voluntary savings plan administered by the Public Employee's Retirement System offering tax advantages to participants. If you choose to participate, you may set aside part of your salary each year; income tax liability is postponed on that part of the salary until the year you receive the deferred amount. Interest and/or earnings also are tax deferred until withdrawal. Please contact Human Resources for more information

H. Section 125 Cafeteria Plan

The City of Hattiesburg participates in a tax savings mechanism permitted by

Section 125 of the Internal Revenue Code and Sections 25-17-1 to 25-17-9, Mississippi Code of 1972, Annotated, as amended. A Section 125 plan, also legally known as a "cafeteria plan," allows you to payroll deduct, before taxes, premiums paid for health, dental, vision, accident, and other policies. If you place an item under the cafeteria plan, you are prohibited by law from dropping the elected coverage for one year or until the next "Open Enrollment" effective date, unless you experience an eligible "qualifying event." A qualifying event includes marriage or divorce, employment termination, birth or adoption of a child, and loss of a

dependent due to age or death. If you experience a qualifying event, you may make changes to your coverage within 31 days of the qualifying event; any changes must be directly related to the qualifying event. Contact Human Resources for specifics on participating in this plan.

I. Social Security

The City and you (through payroll deduction) each contribute a percentage of your gross taxable income for Social Security/Medicare contributions. Federal law determines the amount to be withheld.

J. Federal and State Income Taxes

As required by law, the City will deduct federal and state income taxes from each of your paychecks. The amount withheld is based on your gross income, marital status, and the number of exemptions you claim and the current tax table.

K. Credit Unions

As a City employee, you may join Central Sunbelt's Federal Credit Union and Southern Mississippi Federal Credit Union for savings or checking accounts or personal loans and have those items withheld as payroll deductions.

L. Garnishments

The City of Hattiesburg will process employee garnishments as required by law. Should you be involved in a garnishment, please know that as long as your financial concerns do not interfere with your job performance, the City of Hattiesburg will merely make the deductions and payments as required. If they do interfere with your job performance, the City may take disciplinary action, as related to your job performance.

M. Optional Deductions

During Open Enrollment, authorized vendors will be on hand to offer additional insurances, such as accident/disability, life, etc. You may sign up for these items and have them payroll deducted during the Open Enrollment Period. In addition, you may join the Family Y and/or the Institute for Wellness and Sports Medicine any time during the year and have those monthly fees payroll deducted.

3-13. Grievance Process

The City of Hattiesburg does its best to provide you fair and equitable treatment. It also encourages you to discuss problems that may arise concerning your working conditions or the treatment you receive in the workplace. Therefore, a grievance process has been established to provide you a mechanism to resolve your issues of concern and a subsequent appeals process.

Ultimately, the grievance process is designed to:

- Resolve the grievance in a manner that is timely and that avoids bias and unfair employment practices;
- Settle the dispute at the lowest management level possible;
- Correct the cause of the grievance, if appropriate and if possible, and prevent future similar complaints;
- Afford the aggrieved party all the applicable safeguards of procedural due-process; and
- Guarantee that as an employee who files a grievance, you are free from reprisal.

The grievance procedure is a step-structured, time-limited process. You may file a formal grievance through this process. However, if you are sworn Police or Fire personnel you are not to use this process, please refer to your Civil Service grievance guidelines.

Employment actions or issues that you may dispute (grieve) are listed below:

- Disciplinary actions (non-sworn personnel only);
- Application of personnel policies, procedures, rules, regulations, ordinances, and statutes;
- Acts of reprisal against you for filing a grievance;
- Complaints of discrimination on the basis of race, color, creed, political affiliation, religion, age, disability, national origin, or gender;
- Performance appraisal ratings, if they affect or potentially may affect your employment status or compensation.

If the employment action is a suspension, demotion, or a reduction in pay, you may dispute these issues by submitting a written, signed, dated document directly with the Chief Administrative Officer (CAO) within five (5) working days from the employment action. The CAO will meet with you within five (5) working days of receiving the document of dispute, and after consultation with the Mayor, will provide you a written response within ten (10) working days of this meeting. This written decision will be final.

The following are employment actions or issues that you may NOT dispute (grieve):

- Issues which are pending or have been concluded by direct appeal through administrative or judicial procedures;
- Relocation or transfer;
- Temporary work assignments which do not exceed 90 days;
- Budget and organizational structure, including the number or assignment of employees or positions in any organizational unit;
- Performance standards and performance elements established as criteria for performance appraisal;
- The selection of an individual to fill a position through promotion, transfer, or demotion, unless it is alleged that selection is in violation of a written City policy or Civil Service statutes;
- Internal security practices;
- Termination or lay-off from duties because of lack of work, reduction of the work force or job abolishment;
- Any matter which is not within the jurisdiction or control of the appointing authority;
- The content of published City or department policy;
- An action by the City pursuant to federal or state law;
- Establishment and revision of the compensation plan (HAV Pay), position classification, and general benefits;
- At Will Employment.

Technical Assistance The Human Resources Division, will provide technical assistance in grieving/appealing issues or actions. Such assistance will not include the actual preparing of grievances/appeals and responses but may include reviewing drafts to assure the forms are technically correct.

Grievance Procedure:

- Step I.
- a. You should first discuss the issue with your immediate supervisor and make every effort to resolve the issue before filing a formal grievance. Submit your concerns in writing to your immediate Supervisor within five (5) working days of the effective date of the action causing concern. There is not a form that you must use, just write your complaint. Be specific as possible. Include dates, people involved, etc. to fully explain what happened. Be sure to include your signature and the date on the document you submit to your manager.
 - b. Your immediate supervisor will meet in person with you within five (5) working days of receiving your written grievance.
 - c. After your meeting, you will receive a response in writing from your Supervisor within five (5) working days.

- Step II.
- a. If you do not agree with your supervisor's response, you may, if desired, further grieve the issue by submitting to your Department Director a signed and dated written document stating you do not agree with the outcome of your meeting with your supervisor and the reason for your disagreement. Be specific. You must submit this written document within five (5) working days of your immediate supervisor's written response.
 - b. Your Department Director will meet with you within five (5) working days of receiving your grievance to discuss your concerns. You will receive a written response within five (5) working days of that meeting.
- Step III.
- a. Finally, if you do not agree with the Director's written response, you may further grieve the issue with the Chief Administrative Officer (CAO) by submitting to your Department Director a signed and dated, written document stating you do not agree with the outcome of your meeting and the reason(s) why. Be very specific. This written document must be submitted within five (5) working days of your receipt of your Director's written response.
 - b. The CAO (or designated other) will meet with you within five (5) working days of receiving your grievance and will respond in writing within ten (10) working days of that meeting. The CAO's decision will be final. Should the Department Director or CAO not be available, a person may be designated to act in their stead to continue the process. The CAO or designee's decision will be final.

Time Limit: If you do not initiate the grievance of an issue within the time as set forth above, it will be dismissed. Also, if your grievance is not advanced to the next step within the specified time limit, or within an agreed-upon extension of that limit, it will be considered settled on the basis of the response. Time limits on each step may be extended by mutual agreement of the parties involved. The extension must be in writing, dated, and signed by all parties.

3-14. Family and Medical Leave Act Leave

In accordance with the Family and Medical Leave Act of 1993 ("FMLA"), to be eligible for FMLA leave, an employee must have worked for the City of Hattiesburg for a total of twelve months and have at least 1,250 hours of service for the City during the twelve-month period immediately preceding the leave. An employee meeting these requirements is referred to as an "eligible employee" for purposes of this policy.

A. Availability of Family Medical Leave

An eligible employee may take up to the equivalent of twelve workweeks of unpaid family and/or medical leave (FMLA leave) during any twelve-month period for one or more of the following purposes:

- For incapacity due to pregnancy, prenatal medical care, or childbirth;
- To care for a newborn son or daughter, a recently adopted child, or a recently-placed foster child through formal placement by a State agency;
- To care for a legal spouse, parent (not including in-laws), or son/daughter (under the age of eighteen; or over the age of eighteen and incapable of selfcare due to a physical or mental disability), who has a serious health condition; or
- Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

Leave to care for a new child must be taken within the first twelve months of birth or placement by adoption or foster care, and leave may be taken by the father and/or the mother of the child.

Federal regulations allow an employer to choose from several different methods in determining the twelve-month period in which the twelve weeks of leave entitlement occurs.

B. Military Leave Entitlements

Eligible employees are entitled to two different kinds of leave as a result of having family members in the military:

- Eligible employees are entitled to up to twelve weeks of FMLA leave because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is a member of any Armed Forces and/or a reserve component of the Armed Forces on covered active duty, or has been notified of an impending call to covered active duty status. Qualifying exigencies may include any one or more of the following: 1) attending to issues arising from a short notice (seven days or less) of deployment, with FMLA leave entitlement lasting up to seven days from the notice; 2) attending certain military events; 3) attending certain childcare and school activities related to the military duty; 4) addressing certain financial and legal arrangements; 5) attending certain counseling sessions; 6) taking up to fifteen days to spend with a military member who is on short-term, temporary rest and recuperation leave; 7) attending post-deployment reintegration briefings; 8) parental care leave, when a military member's parent is incapable of self-care when the care is

necessitated by the member's covered active duty; or 9) other activities agreed to by the City of Hattiesburg and the employee. Eligible employees must provide notice of the need for such leave as soon as reasonable and practicable. This kind of leave may be taken intermittently or on a reduced schedule. Upon request, eligible employees must provide documentation to support any request for leave.

- Eligible employees may take up to twenty-six weeks of leave during a single twelve-month period to care for a spouse, son, daughter, parent or next of kin (nearest blood relative or designated as such) who is a member of the Armed Forces (including a member of the National Guard or Reserves) and is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or a veteran, who was discharged or released under conditions other than dishonorable, who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy, as set forth in the FMLA regulations. Eligible employees may take this kind of leave intermittently, or on a reduced schedule, where medically necessary. This twenty-six week leave entitlement will include all other permissible FMLA leave.

C. Serious Health Condition

A "serious health condition" is defined as an illness, injury, or physical or mental condition that involves:

- In-patient care in a hospital, hospice, or residential care facility, including a period of incapacity or treatment related to the inpatient care (i.e., an overnight stay);
- A period of incapacity of more than three consecutive calendar days, with two or more visits to a healthcare provider, one occurring within seven days of the onset of incapacity, and the second within thirty days of the onset (unless extenuating circumstances exist);
- A period of incapacity of more than three consecutive calendar days, with one or more visits to a healthcare provider, the first occurring within seven days of the onset of the incapacity, and which results in a regimen of continuing treatment under the supervision of the healthcare provider (example: four-day absence, one doctor's visit, and prescription medication);
- Any period of incapacity due to pregnancy, for prenatal care, or childbirth;
- Treatment for or incapacity because of a chronic serious health condition (examples: diabetes or epilepsy), which requires periodic visits (at least two per year) for treatment by a healthcare provider;
- Incapacity which is permanent or long term for which treatment may be ineffective, and the individual is under the continuing supervision of a healthcare provider (example: Alzheimer's Disease); or

- Any absence to receive multiple treatments by a healthcare provider either for restorative surgery after an injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of treatment (example: chemotherapy treatments for cancer).

The serious health condition must prevent the employee from performing the functions of his or her job or prevent the qualified family member from participating in school or other daily functions.

A “serious injury or illness” in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the military member in the line of duty on covered active duty in the Armed Forces (or existed before the beginning of the service member’s covered active duty and was aggravated by service in the line of duty on covered active duty in the Armed Forces) and that may render the service member medically unfit to perform the duties of the service member’s office, grade, rank, or rating; and in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period of covered active duty, means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the covered service member in the line of duty on covered active duty in the Armed Forces (or existed before the beginning of the service member’s covered active duty and was aggravated by service in the line of duty on covered active duty in the Armed Forces) and that manifested itself before or after the service member became a veteran, and is:

- A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member medically unfit to perform the duties of the service member’s office, grade, rank, or rating; or
- A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; or
- A physical or mental condition that substantially impairs the veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
- An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

D. Intermittent or Reduced-Schedule Leave

An eligible employee generally does not need to use FMLA leave entitlement in one block. Eligible employees who, because of a serious health condition of their own or a qualifying relative, need to take FMLA leave on an intermittent basis or to stretch their leave out by working a reduced-schedule, must provide certification of the medical necessity for such leave. Eligible employees must make reasonable efforts to schedule planned medical treatment so as not to unduly disrupt City of Hattiesburg operations. When eligible employees request intermittent or reduced-schedule leave because of a birth or placement of a child with them for adoption or foster care, Human Resources and relevant supervisors will consider such things as how the request for intermittent leave or reduced hours will affect the work output of the employee's position, and the request will be granted at the discretion of Human Resources and relevant supervisors. Under certain circumstances, an employee on intermittent leave or reduced-schedule leave may be required to transfer temporarily to an alternative job for which he/she is qualified and that better accommodates the leave.

E. Married Couples

The twelve-week maximum per eligible employee per year applies to married couples, rather than individual employees, if both members of the couple work for the City of Hattiesburg and the leave is for the purpose of caring for a new child by birth, adoption or foster care placement or to care for the employee's parent. Leave requested because of an eligible employee's own serious health condition is not subject to this limitation, nor is leave to care for the eligible employee's sick spouse or child. Husbands and wives who are both employed by the City of Hattiesburg are limited to a combined twenty-six workweeks of leave during the twelve-month period to care for a covered service member.

F. Notice Requirements

Employees must provide sufficient information to Human Resources to determine if the leave qualifies for FMLA protection, and they must also provide the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a healthcare provider, or circumstances supporting the need for military family leave. Employees also must inform Human Resources if the requested leave is for a reason for which FMLA leave was previously taken or certified.

When leave is foreseeable, employees are required to give thirty days' advance notice of their expected need for FMLA leave. If they fail to provide such notice, Human

Resources may deny the leave until a thirty-day notice period has expired. When thirty days' notice is not possible, employees are required to give as much notice as is practicable, and they generally must comply with the City of Hattiesburg's attendance procedures as specified in the Employee Handbook. Medical certification for most FMLA leave is required and must be submitted prior to appropriate deadlines as established by Human Resources. Medical certifications must be submitted on the appropriate form which may be obtained in the HR Department. It is the employee's obligation to return this form as required. If the certification indicates that the employee does not qualify for FMLA leave, or if the employee fails to return the form in a timely manner, the employee will be subject to the City of Hattiesburg's normal attendance and discipline policies. Employees on leave are required to contact their supervisor, timekeeper, or shift commander periodically (as specified in FMLA Notice of Eligibility & Rights and Responsibilities) to report on their status and intent to return to work.

Human Resources will provide notice to employees communicating whether the employees are eligible under FMLA, whether requested leaves will be designated as FMLA-protected, and the amount of leave counted against each employee's leave entitlement. Notice will also be provided specifying any additional information required, as well as the eligible employee's rights and responsibilities. If the Human Resources Department determines that the leave is not FMLA-protected, Human Resources will notify the employee and supply the reason for the ineligibility.

G. Use of Accrued Leave

Employees may choose or the City of Hattiesburg may require use of accrued paid leave while taking FMLA leave, if they otherwise satisfy all of the procedural requirements for the use of that accrued leave.

Leave for a worker's compensation injury that involves a serious health condition, as defined by this policy, will run concurrently with FMLA leave, up through the permissible twelve weeks of FMLA leave.

H. Benefits During Leave

Health insurance benefits will be continued during FMLA leave, and the City of Hattiesburg will continue to cover the applicable premium amount for the employee. An employee may continue dependent coverage during leave, but he or she will be responsible for paying for the coverage on a timely basis. If the employee ceases paying the premium, the City of Hattiesburg may cancel the dependent coverage. However, the City may also continue the dependent coverage at its own expense and recoup payments from the employee upon the employee's return to active

employment. Personal and medical leave benefits will not accrue during unpaid FMLA leave.

An employee who fails to return to work at the end of the FMLA leave and who cannot excuse the failure as due to reasons beyond his or her control, or because of the continuance, recurrence or onset of a serious health condition, is potentially liable for reimbursing the City of Hattiesburg for its payment of any or all of the health insurance premiums or other non-health premiums it paid during the employee's FMLA leave, except for premiums paid by the City while the employee was concurrently on paid leave. The amounts paid can be deducted from any moneys owed by the City to the employee, including unpaid wages or accrued leave, to the extent permitted by law. Employees are considered to have "returned to work" if they come back to work for at least thirty days after the conclusion of the FMLA leave.

I. Return from FMLA Leave

Employees must be approved by Human Resources to return to work from FMLA leave. Employees must submit to the HR Department an appropriate work release/physician's excuse. The work release should be printed on company letterhead, include the physician's signature, list the date of release (employee may not return to duty in *any* capacity prior to the release date), and establish either a full release (release with no restrictions) or release for modified duty. Should the employee receive a release for modified duty, the release must specifically state each work restriction recommended by healthcare provider.

Employees returning from FMLA leave will be restored to their prior position and pay wherever practicable. Such employees will receive all benefits accrued prior to the beginning of leave, and they will be provided continuation of, or reinstatement to, health insurance benefits. If the employee's prior position is not available, the employee will be restored to an equivalent position with equivalent pay and terms and conditions of employment.

Employees must report on their intention to return to work as requested by Human Resources and the Employee Handbook. So that their work may be properly scheduled, employees must provide reasonable notice (within two business days) of any foreseeable changed circumstances requiring either longer or shorter FMLA leave periods than originally requested.

J. Unlawful Acts

The FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided under the FMLA; or discharge or discriminate against any person for opposing any practice made

unlawful by the FMLA or for involvement in any proceeding under, or relating to, the FMLA.

Please notify the Human Resources Department, Director of Administration, or Chief Administrative Officer immediately if any of these actions occur. Employees may also file a complaint with the United States Department of Labor.

CHAPTER FOUR

EMPLOYEE DISCIPLINE

4-1. Discipline Procedures

The City is committed to a disciplinary procedure that is more corrective and constructive than punitive. Disciplinary actions may arise when an employee violates any rules, regulations, or policies/procedures governing his/her employment, when an employee is guilty of offenses or misconduct which violate general rules of civil behavior, or for offenses against the City.

Normally, the disciplinary procedure to be followed is progressive in nature, as outlined below. However, each situation is considered individually, and the City reserves the right to bypass any of the normal process should circumstances warrant.

- A. Oral Reprimand - Designed to allow a supervisor to give informal, corrective guidance to an employee for a minor infraction or misbehavior.
- B. Written Reprimand - Designed to be issued when an employee has committed a more serious infraction or misbehavior or has repeated a minor infraction or behavior for which he/she has already been warned.
- C. Suspension Without Pay - This action may be taken when an employee has committed a third infraction or misbehavior for which he/she has been reprimanded twice, either orally or in writing, previously or if an infraction or misconduct of a more serious nature occurs. An employee may be suspended without pay for up to five (5) working days. For suspensions greater than one day, the days will be consecutive work days. When, in the opinion of the director/chief, actual time-off would hinder the operation of the division/department, the employee may be offered the opportunity to have an equivalent number of days deducted from his/her vacation leave and/or compensatory time accruals. In either case, the notice of suspension will include notification of his/her grievance/appeal rights.
- D. Termination - When infractions or acts of misconduct are repeated or where a single infraction or misconduct is severe, an employee may be terminated from City employment. Terminations will be effective immediately with the employee being advised of his/her grievance/appeal rights.
- E. Personal Conduct - City employees are always in the public eye. It is, therefore, especially important that actions which bring discredit to the City should be avoided in our relationships with the public and each other as fellow employees. Conduct by

employees should conform to published rules and regulations and accepted customs and standards of courtesy, conduct and cooperation. Listed below are examples of actions and conduct (although this is not an exhaustive list) which are unacceptable to the City and may result in disciplinary action, up to and including termination of employment. This policy is not all-inclusive, and the City of Hattiesburg reserves the right to add to or amend to this policy as necessary.

- a. Unauthorized absences or excessive tardiness. Three (3) days no call, no show employee is subject to immediate termination.
- b. Abuse of City Leave Policy.
- c. Leaving work without permission or stopping work before time authorized.
- d. Conviction of a felony or a crime involving moral turpitude, a job- related misdemeanor, or conviction of embezzlement.
- e. Conduct unbecoming a City employee.
- f. Negligence in performing job duties.
- g. Failure to follow instructions of individuals in line of supervisory authority.
- h. Insubordination.
- i. Willful disregard or violation of safety rules.
- j. Failure to report an accident, incident and/or injury.
- k. Unauthorized use or mis-use of City equipment or property (including traffic signal control devices).
- l. Theft or removal of City property or that of a fellow employee.
- m. Involvement in an accident chargeable to the employee while operating a City vehicle.
- n. Accidents/incidents chargeable to the employee that result in injury and/or property damage.
- o. Possession, use, distribution or sale of drugs or alcohol on the job.
- p. Reporting to work under the influence of alcohol or drugs.
- q. Testing positive (as defined by the alcohol/drug testing policy) on an alcohol/drug test.
- r. Falsifying leave or work records, giving false information, or giving false testimony in an administrative or judicial proceeding.
- s. Use of abusive language.
- t. Threats against supervisors, co-workers, or other individuals encountered in the performance of his/her duties.
- u. Fighting on the job.
- v. Failure to cooperate in an internal investigation, including but not limited to, taking a polygraph examination.
- w. Failure of a supervisor to discipline his/her employees at all or consistently.

CHAPTER FIVE

EMPLOYEE ATTENDANCE

5-1. EMPLOYEE ATTENDANCE

There are two types of missed work time: Tardy or an Absence.

A. Tardiness

It is important for the operations of the City of Hattiesburg that you are at work and available to begin working at your scheduled start time. Tardiness causes undue hardship on co-workers and diminishes the City of Hattiesburg's service to its citizens.

Tardiness is defined as beginning the workday after your scheduled start time without prior authorization or returning from a rest or lunch period after your scheduled return time without prior authorization; even if you clocked in within the established rounding window for the timekeeping system and your pay is not being adjusted for the minutes late (docked). For any tardy in excess of 2 hours, you will be dismissed for the remainder of the day and will not be allowed to use accrued leave time.

This policy is not all-inclusive, and the City of Hattiesburg reserves the right to add to or amend to this policy as necessary.

B. Absences

There are two types of absences from work; Excused Absence and Unexcused Absence

Excused Absence

For an absence from work to be considered excused, your supervisor must approve the absence **prior** to your missing work. Under certain circumstances (i.e.; absences falling under FMLA, etc.) absences may be excused after an absence. To ensure departmental needs are being met and to allow proper scheduling, you should request time off less than 4 hours at least 12 hours in advance. Time off of 4 hours or more should be requested at least 3 workdays in advance.

Unexcused Absence

An unexcused absence should only occur in cases of unforeseeable circumstances or emergencies.

You are required to personally notify your supervisor that you need time off before the start of your work shift, unless you are hospitalized or otherwise physically unable to do so. Divisions may establish specific guidelines setting the minimum amount of notice that must be given and how you are to call in. Be sure to follow these guidelines to ensure you are meeting your departmental requirements.

If you are abusing your accumulated leave time, your manager may notify you in writing that you will not be allowed future use of your accumulated sick leave time without a written physician's excuse until notified in writing the requirement is lifted.

You are required to work your scheduled work day immediately before or after a City-approved holiday to be eligible for Holiday pay, unless you are on approved paid Leave (Personal or Sick).

This policy is not all-inclusive, and the City of Hattiesburg reserves the right to add or amend to this policy as deemed necessary.

CHAPTER SIX

LEAVE PAYMENT – RESIGNATION OR

TERMINATION OF EMPLOYMENT

Disclaimer: While the City of Hattiesburg does acknowledge different types of separations from employment and places higher merit on forms of separation such as resignation for unforeseen reasons, PERS statutes do not

The City of Hattiesburg has established the following guidelines for paying your accrued personal leave, accrued sick, and earned compensatory time when you terminate (leave) employment.

6-1. Resigning and Terminated Employee

A. Personal Leave Hours

If you have been employed in a permanent full-time position six months or greater and resign from the City of Hattiesburg, your final check may include pay for unused personal leave; state statute limits this pay to thirty (30) days of accrued hours (total of 240 hours).

As standard procedure, Human Resources will pay your available accrued hours (up to 240 hours) on your final check unless you submit a written request for **less** hours to the Human Resources Department by 5:00 p.m. the Monday before the Friday of your final payday (should that Monday be a holiday, you will need to contact Human Resources before the holiday to make other arrangements).

Any time you have remaining after the payout will be certified to the Public Employees Retirement System (PERS) for award as creditable service under the state retirement plan.

B. Sick Hours

You cannot be paid for accrued, unused sick hours when you are resigning. Instead, all unused time will be certified to the Public Employees Retirement System (PERS) for award as creditable service under the state retirement plan. You may not use sick hours during a resignation period unless you have presented a physician's certification of illness for the time you are sick or for the time you are visiting a doctor.

C. Compensatory Hours

Your unused earned compensatory hours will be paid out on your final payroll check. You may not use compensatory hours during a resignation period.

6-2. Retiring Employee

A. Personal Leave Hours

If you are retiring, you will be allowed to remain on payroll (if desired and you have sufficient unused accrued personal leave time) for up to 30 workdays. A workday is defined as 8 hours; therefore, the total can be no more than 240 hours. You may not use earned, unused sick leave or compensatory time, and at no time will you be allowed to remain on payroll after this date.

State statute allows you to receive a lump-sum payment on your final check for accrued personal leave hours of up to 240 hours.

As standard procedure, Human Resources will pay your available accrued hours (up to 240 hours) on your final check unless you submit a written request for less hours to the Human Resources Department by 5:00 p.m. the Monday before the Friday of your final payday (should that Monday be a holiday, you will need to contact Human Resources before the holiday to make other arrangements).

Any accrued time you have remaining after the payout will be certified to the Public Employees Retirement System (PERS) for award as creditable service under the state retirement plan.

B. Sick Hours

You cannot be paid for accrued, unused sick hours when you are retiring. Instead, all unused time will be certified to the Public Employees Retirement System (PERS) for award as creditable service under the state retirement plan. You may not use sick hours during a resignation period unless you have presented a physician's certification of illness for the time you are sick or for the time you are visiting a doctor.

C. Compensatory Hours

When you retire, your unused earned compensatory hours will be paid out on your final payroll check. You may not use compensatory hours during your resignation period.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Kermas Eaton, City Clerk
Date: Wednesday, July 5, 2023
Re: Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {CDBG Entitlement/HOME}
File Number: 2023-430
Minute Book #

Summary

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

Recommendation Statement

I recommend approval of this item.

Please place this on the July 5, 2023 City Council meeting for consideration.

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Wiley Quinn
Department of Urban Development

SUBJECT: Authorize issuance of manual check for CDBG/HOME Program claims

DATE: July 5, 2023

The following request for payment is being submitted for approval during the City Council's July 5, 2023 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient: Starter Homes of Mississippi
Activity: Emergency Roof Repair
Program: CDBG
Project Site: 124 Cypress
Amount Requested: \$13,700.00
Purpose of Request: Reimbursement

Recipient: Starter Homes of Mississippi
Activity: Emergency Roof Repair
Program: CDBG
Project Site: 106 Eastside
Amount Requested: \$14,600.00
Purpose of Request: Reimbursement

Recipient: Starter Homes of Mississippi
Activity: Emergency Roof Repair
Program: CDBG
Project Site: 814 ½ Arnold
Amount Requested: \$14,175.00
Purpose of Request: Reimbursement

Recipient:	Starter Homes of Mississippi
Activity:	Emergency Roof Repair
Program:	CDBG
Project Site:	1000 N. 34 th
Amount Requested:	\$14,875.00
Purpose of Request:	Reimbursement

STARTER HOMES OF MISSISSIPPI

57 CARTER DRIVE

SEMINARY, MS. 39479

PHONE: (601) 408-7120

Date: June 22, 2023**BILL TO:**

PETRA WINGO

COMMUNITY DEVELOPMENT

P.O. BOX 1898

HATTIESBURG, MS. 39401

Re: Roof Replacement Reimbursement

Labor & materials to complete repair

Project Site: 1000 N. 34th
Ave.

<i>Description</i>	<i>QUANTITY</i>	<i>Price</i>	<i>Total</i>
Bundles of shingles	90	3690	3,690.00
Boxes of nail-over ridge	2	250	250.00
Boxes of drip edge	1	250	250.00
Synthetic Felt	3	250	250.00
Nails for Felt & shingles	4	350	350.00
½" CDX	15	600	600.00
Boots	3	250	250.00
2x6 barge rafters	8	400	400.00
Insurance/Misc		250	250.00
Paint		75	75.00
Labor		5040	5,040.00
Contractor Fee		3470	3,470.00
TOTAL:		14875	14,875.00

THANK YOU FOR YOUR BUSINESS!**TOTAL DUE:****\$14,875.00****RECEIVED**
12/6/23

STARTER HOMES OF MISSISSIPPI

57 CARTER DRIVE

SEMINARY, MS. 39479

PHONE: (601) 408-7120

Date: JUNE 20, 2023**BILL TO:**

PETRA WINGO

COMMUNITY DEVELOPMENT

P.O. BOX 1898

HATTIESBURG, MS. 39401

Re: Roof Replacement Reimbursement
Labor & materials to complete repair**Project Site:** 124 CYPRESS
AVENUE

Description	QUANTITY	Price	Total
Bundles of shingles	81	3321	3,321.00
Boxes of nail-over ridge	2	250	250.00
Boxes of drip edge	1	250	250.00
Synthetic Felt	3	250	250.00
1x10x12' Decking	8	160	160.00
3/4" CDX for overhangs	12	480	480.00
Nails for felt & shingles	2	300	300.00
Boots	4	350	350.00
2x6 barge rafters	2	100	100.00
Insurance/Misc		250	250.00
Paint		75	75.00
Labor		4375	4,375.00
Contractor fee		3539	3,539.00
TOTAL:		13700	13,700.00

THANK YOU FOR YOUR BUSINESS!**TOTAL DUE:****\$13,700.00****RECEIVED**
JUN 26 10:27 AM
10:27 AM

STARTER HOMES OF MISSISSIPPI

57 CARTER DRIVE

SEMINARY, MS. 39479

PHONE: (601) 408-7120

Date: June 20, 2023**BILL TO:**

PETRA WINGO

COMMUNITY DEVELOPMENT

P.O. BOX 1898

HATTIESBURG, MS. 39401

Re: Roof Replacement Reimbursement
Labor & materials to complete repair**Project Site:** 106 Eastside

<i>Description</i>	<i>QUANTITY</i>	<i>Price</i>	<i>Total</i>
Bundles of shingles	93	3813	3,813.00
Boxes of nail-over ridge	2	250	250.00
Boxes of drip edge	1	250	250.00
Synthetic Felt	3	250	250.00
Nails for Felt & shingles	2	350	350.00
½" CDX	12	450	450.00
1x6x14'	8	150	150.00
¾" CDX for overhangs	8	350	350.00
Boots	3	250	250.00
2x6 barge rafters	6	200	200.00
1x8x14'	8	160	160.00
Insurance/Misc		250	250.00
Paint		100	100.00
Labor		4985	4,985.00
Contractor Fee		2792	2,792.00
TOTAL:		14600	14,600.00

THANK YOU FOR YOUR BUSINESS!**TOTAL DUE:****\$14,600.00****RECEIVED**
TSY 6/30/23
10:27

STARTER HOMES OF MISSISSIPPI

57 CARTER DRIVE

SEMINARY, MS. 39479

PHONE: (601) 408-7120

Date: June 22, 2023**BILL TO:**

PETRA WINGO

COMMUNITY DEVELOPMENT

P.O. BOX 1898

HATTIESBURG, MS. 39401

Re: Roof Replacement Reimbursement

Labor & materials to complete repair

Project Site: 814 ½ Arnold
Street

Description	QUANTITY	Price	Total
Bundles of shingles	81	3321	3,321.00
Boxes of nail-over ridge	2	250	250.00
Boxes of drip edge	1	250	250.00
Synthetic Felt	3	250	250.00
Nails for Felt & shingles	3	300	300.00
½" CDX	15	600	600.00
2x4x14'	10	250	250.00
Boots	3	250	250.00
2x6 barge rafters	6	300	300.00
Insurance/Misc		250	250.00
Paint		75	75.00
Labor		4536	4,536.00
Contractor Fee		3543	3,543.00
TOTAL:		14175	14,175.00

THANK YOU FOR YOUR BUSINESS!**TOTAL DUE:****\$14,175.00****REC'D**
6/22/23



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Kermas Eaton, City Clerk
Date: Wednesday, July 5, 2023
Re: Approve and authorize publication of Notice of Availability, Public Hearing and Comment Period for the 2023-2023 Consolidated Plan and 2023 Annual Action Plan
File Number: 2023-431
Minute Book #

Summary

Approve and authorize publication of Notice of Availability, Public Hearing and Comment Period for the 2023-2023 Consolidated Plan and 2023 Annual Action Plan

Recommendation Statement

I recommend approval of this item.

Please place this on the July 5, 2023 City Council meeting for consideration.

**NOTICE OF AVAILABILITY, PUBLIC HEARING, AND
PUBLIC COMMENT PERIOD REGARDING
2023-2027 FIVE YEAR CONSOLIDATED PLAN AND 2023 ANNUAL ACTION PLAN**

The City of Hattiesburg, Mississippi, as required by the U.S. Department of Housing and Urban Development, has prepared a DRAFT 2023-2027 Five-Year Consolidated Plan and One-Year 2023 Annual Action Plan, a component of the Five-Year Consolidated Plan. The draft provides details on the proposed activities and use of funds for Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) entitlement funds.

The draft report will be available for review beginning July 14, 2023 at www.hattiesburgms.com/community-development and between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, through August 12, 2023, at the following locations:

City Hall
200 Forrest Street
City Clerk's Office
Hattiesburg, MS 39401

Hattiesburg Public Library
329 Hardy Street
Hattiesburg, MS 39401

Forrest County Court House
641 Main Street
Hattiesburg, MS 39401

Jackie Dole Sherrill
Community Center
220 W. Front Street
Hattiesburg, MS 39401

C.E. Roy Community Center
300 East 5th Street
Hattiesburg, MS 39401

NOTICE is hereby given that the City of Hattiesburg, Community Development Division has scheduled a public hearing for Monday, August 14, 2023, at 5:30 p.m. Jackie Dole Sherrill Community Center, 200 W. Front Street, Hattiesburg, MS 39401, for the purpose of affording citizens of Hattiesburg an opportunity to comment on the draft plan.

The City will consider any comments or views of citizens, agencies or units of local government received in writing and orally at the Public Hearing scheduled for August 14, 2023. Written comments will additionally be accepted in the Community Development Division through September 13, 2023, 4:00 p.m. A summary of any comments accepted will be attached to the final plan.

Comments related to this NOTICE may be sent to or delivered to City Hall, First Floor, Urban Development/Community Development Division, 200 Forrest Street, Hattiesburg, MS 39401, or email to cdbg@hattiesburgms.com. If you have any questions regarding this information, please contact the Department at (601) 554-1006.

Anyone requiring special accommodation in considering these proposals, providing related comments, or in attending the public hearing are encouraged to contact the Department of Urban Development at (601) 554-1006 or email newsom@hattiesburgms.com in sufficient advance of meetings to make arrangements

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

Toby Barker, Mayor

PUBLISH Once in the Legal Section: Thursday, July 13, 2023



Memorandum

To: Mayor Toby Barker and Members of City Council
From:
cc:
Date: Wednesday, July 5, 2023
Re: Approve claims docket for the period ending June 30, 2023.
File Number: 2023-438
Minute Book #

Summary

Recommendation Statement

Please place this on the July 5, 2023 City Council meeting for consideration.