

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, January 16, 2018

4:00 PM

Council Chambers

City Council

I. Call to Order**II. Call to Prayer and Pledge of Allegiance****III. Agenda Order****IV. PRESENTATION AGENDA****V. POLICY AGENDA**

- V.-1** [2018-130](#) Adopt an Ordinance for the petition filed by Anthony Wansley, Contractor, on behalf of Clementine Benton, Owner to change the zoning classification for a portion of the property located at 208 McInnis Spring Road (Parcel 041H-27-003.00, PPIN 6970, Ward 5) from Section 4.5.3, R-1A (Single-Family Residential) District to Section 4.5.7, R-3 (Multi-Family Residential) District. The Planning Commission recommended to Deny on January 3, 2018.

Attachments: [January 2018 HPC Minutes](#)
[HPC Packet - 208 McInnis Springs Rd](#)
[Frankie L. Benton, Sr. Letter](#)
[Ordinance - 208 McInnis Springs Rd](#)

- V.-2** [2018-131](#) Adopt an Ordinance for the petition filed by Marcus Cooper, Applicant, on behalf of V.L. Dye Jr., Owner, Chip Gren, Agent to change the zoning classification for a property located at 2108 W. 4th St. Hattiesburg, MS (Parcel 028G-05-143.00, PPIN 26138; Parcel 028J-05-002.00, 26161, Ward 4) from Section 4.5.7, R-3 (Multi-Family Residential) District and Section 4.5.8 B-1 (Professional Business) District to Section 4.5.10, B-3 (Community Business) District. The Planning Commission recommended to Approve on January 3, 2018.

Attachments: [January 2018 HPC Minutes](#)
[HPC Packet - 2108 W 4th St](#)
[Marcus Cooper presentation - Rezoning 1-3-18](#)
[Ordinance - 2108 W 4th St](#)
[ORD#3225, executed Ordinance - 2108 W 4th St](#)

- V.-3** [2018-142](#) Adopt a Resolution authorizing Requisition No. 14 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: [2016 Bond Resolution No. 14](#)
[RES#2018-4, executed 2016 Bond Resolution No. 14](#)

- V.-4** [2018-138](#) Authorize the Mayor to execute in quadruplicate Amendment #5 to 2-6-01 license agreement between the City of Hattiesburg and AT&T, allowing that equipment be added, modified and/or replaced at a cell tower located on water tank at the University of Southern Mississippi.

Attachments: [Fifth Amendment License Agreement](#)
[executed Fifth Amendment License Agreement](#)

- V.-5** [2018-146](#) Authorize Mayor to execute professional services agreement in duplicate with Shows, Dearman and Waits, Inc. for services related to the replacement of the Bridge at the North Entrance to the South Lagoon .

Attachments: [SDW Professional Services Agreement](#)
[executed SDW Professional Services Agreement](#)

- V.-6** [2018-144](#) Authorize Mayor to execute an agreement between the City of Hattiesburg and Municode for online services of publishing and updating Code of Ordinances for the City of Hattiesburg.

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

- V.-7** [2018-145](#) Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation and Hattiesburg Arts Council to provide art cultural programs for children and cultural opportunities for adults, seniors, and persons with disabilities for Hattiesburg residents from October 1, 2017, through September 30, 2018. (Nunc Pro Tunc)

Attachments: [Hattiesburg Civic Arts Council Contract 2018](#)
[Contract Attachments](#)
[Hattiesburg American Building Exhibit B](#)
[executed Hattiesburg Civic Arts Council Contract 2018](#)

- V.-8 [2018-139](#) Approve revised survey and waiver valuation amount and declare them as fair market value for property necessary for COMSWIP Sewer Project Phase XII, Site 5, Hester parcel, pursuant to MS Code 43-37-3 and other applicable statutes; Original valuation approved at MB 2017/369-371; Authorize fair market value offer for said parcel.

Attachments: [Wesley Hester Survey - Revised](#)
[Wesley Hester-Revised](#)

- V.-9 [2018-132](#) Acknowledge receipt of the financial statements and supplemental information for the Combined Water & Sewer System of the City of Hattiesburg for the fiscal year ending September 30, 2015, from Carr, Riggs & Ingram (On file in the City Clerk's Office).

Attachments: [COH Water & Sewer Audit FY 2015](#)

- V.-10 [2018-147](#) Acknowledge receipt of letter terminating contract with Carr, Riggs and Ingram for audit financial services for fiscal year 2016.

Attachments: [Carr, Riggs, & Ingram Contract Termination Letter, 1-3-18](#)

VI. ROUTINE AGENDA

- VI.-1 [2018-137](#) Acknowledge receipt of and accept the Local Mosquito Control Grant awarded to the City of Hattiesburg by the Mississippi Department of Health in the amount of \$49,688; authorize acceptance and execution of grant.

Attachments: [OVERVIEW Mosquito Control grant](#)
[SCOPE of work Mosquito Control grant Application submitted](#)
[Local Mosquito Control grant](#)
[executed Local Mosquito Control grant](#)

- VI.-2 [2018-133](#) Acknowledge receipt of a permanent utility easement across a portion of Tax Parcel No. 2-040J-32-110.00 from Grady L. Myrick, Jr.; Authorize City Clerk to record with Forrest County.

Attachments: [Easement - Myrick](#)

- VI.-3 [2018-134](#) Acknowledge receipt of a permanent utility easement across a portion of Tax Parcel No. 2-040J-32-110.00 and 2-040J-32-111.00 from Linda W. Barrack; Authorize City Clerk to record with Forrest County.

Attachments: [Easement - Barrack](#)

- VI.-4** [2018-128](#) Approve the sale of grave spaces, per attached receipts, memos and deeds.

Attachments: [Memos \(01-16-18\)](#)
 [Receipts \(01-16-18\)](#)
 [Deeds1 \(01-16-18\)](#)
 [Deeds2 \(01-16-18\)](#)
 [executed Deeds \(01-16-18\)](#)

- VI.-5** [2018-141](#) Approve and authorize issuance of manual check for CDBG Program Claim per the attached memorandum. {Entitlement CDBG}

Attachments: [Breakthrough Request for Payment January 16, 2018.pdf](#)

- VI.-6** [2018-135](#) Approve claims docket for the period ending January 12, 2018.

Attachments: [DOCKET 18.1-12](#)



City of Hattiesburg, MS

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

Master

File Number: 2018-130

File ID: 2018-130

Type: Ordinance

Status: Tabled

Version: 1

Reference:

In Control: City Council

Requester: Ginger Maddox

File Created: 01/08/2018

Brief Title: 208 McInnis Spring Road - Rezoning

Final Action: 01/16/2018

Minute Book Number: MB2018-10-11

Title: Adopt an Ordinance for the petition filed by Anthony Wansley, Contractor, on behalf of Clementine Benton, Owner to change the zoning classification for a portion of the property located at 208 McInnis Spring Road (Parcel 041H-27-003.00, PPIN 6970, Ward 5) from Section 4.5.3, R-1A (Single-Family Residential) District to Section 4.5.7, R-3 (Multi-Family Residential) District. The Planning Commission recommended to Deny on January 3, 2018.

Notes:

Agenda Date: 01/16/2018

Indexes:

Agenda Number: V.-1

Sponsors:

Enactment Date:

Attachments: January 2018 HPC Minutes, HPC Packet - 208
McInnis Springs Rd, Frankie L. Benton, Sr. Letter,
Ordinance - 208 McInnis Springs Rd

Enactment Number:

Contact:

Meeting Date: 01/16/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Special Called Meeting	01/16/2018	Table				Pass

Action Text: A MOTION was made by Council President Carroll and seconded by Council Member George to TABLE to Adopt an Ordinance for the petition filed by Anthony Wansley, Contractor, on behalf of Clementine Benton, Owner to change the zoning classification for a portion of the property located at 208 McInnis Spring Road (Parcel 041H-27-003.00, PPIN 6970, Ward 5) from Section 4.5.3, R-1A (Single-Family Residential) District to Section 4.5.7, R-3 (Multi-Family Residential) District. The Planning Commission recommended to Deny on January 3, 2018.

Council President asked Ms. Lowrey whether she was able to contact the petitioner about the time change of today's meeting; Ms. Lowrey stated that she left a message but cannot be sure that the petitioner was notified of the time change.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea: 5 Delgado
Carroll
Dryden
George
Brown

1 City Council

01/16/2018

Text of Legislative File 2018-130

Title

Adopt an Ordinance for the petition filed by Anthony Wansley, Contractor, on behalf of Clementine Benton, Owner to change the zoning classification for a portion of the property located at 208 McInnis Spring Road (Parcel 041H-27-003.00, PPIN 6970, Ward 5) from Section 4.5.3, R-1A (Single-Family Residential) District to Section 4.5.7, R-3 (Multi-Family Residential) District. The Planning Commission recommended to Deny on January 3, 2018.

Summary

208 McInnis Spring Road - Rezoning

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
January 3, 2017**

The Hattiesburg Planning Commission did meet in a regular session on January 3, 2017 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Dick Conville, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Dick Conville, Chairman
Amy Hinton, Vice-Chairman
Mark Miller
Paul Sims
Jessie Wilson
Rebekah Ray

Commissioners Absent: Judy Corts
Sandra Thompson

Also Present: Ginger Maddox Lowrey, AICP, Planning Division Manager
Andrew Ellard, Director of Urban Development
Nick Williams, Planning Division

Chairman Conville declared the meeting of the Hattiesburg Planning Commission open and in session at 1:02 P.M.

INVOCATION

Chairman Conville gave the invocation.

AGENDA REVIEW

There came the matter of the January 2018 Agenda. A request was made by Chairman Conville for a motion to approve the January 2018 Agenda. A motion was made to approve the January 2018 Agenda by Commissioner Miller and seconded by Commissioner Ray.

Commissioners voting aye: Dick Conville, Chairman
Amy Hinton, Vice-Chairman
Mark Miller
Paul Sims
Jessie Wilson
Rebekah Ray

Commissioners voting nay: None

Commissioners absent: Jessie Wilson

MINUTES REVIEW

There came the matter of the December 6, 2017, minutes. A request was made by Chairman Conville for a motion to approve the December 6, 2017, minutes. A motion was made by Commissioner Miller to approve the minutes and seconded by Commissioner Hinton.

Commissioners voting aye: Dick Conville, Chairman

Amy Hinton, Vice-Chairman
Mark Miller
Paul Sims
Jessie Wilson
Rebekah Ray

Commissioners voting nay: None
Commissioners absent: Jessie Wilson

REPORTS

BUILDING REPORT

There came the matter of the Building Inspection Report. Steve Mitchell provided a building report for December 2017.

PLANNING REPORT

There came the matter of the Planning Report by Ginger Maddox Lowrey, AICP, Planning Division Manager. On December 19, 2017 the City Council reviewed the following Hattiesburg Planning Commission recommendations and voted as follows: The City of Hattiesburg amendment to the Land Development Code (HPC approval upheld). The City Council tabled Clint Walker’s application for a Digital Billboard permit until January 2, 2018. On January 2, 2018, the City Council Denied the application (HPC approval not upheld). The City Council also denied Clint Walker’s related digital billboard variance approved by the Board of Adjustments.

Mrs. Lowrey also presented and discussed updated variance applications.

CHAIRMAN’S REPORT

There came the matter of the Chairman’s Report. Chairman Conville appointed a nominating committee for 2018 which consists of the following members: Jessie Wilson, Rebekah Ray, Mark Miller.

PUBLIC HEARING – PLANNING COMMISSION

Chairman Conville declared the Public Hearing for the Planning Commission open at 1:15 P.M. and read the rules and procedures of the hearing.

There came the matter of Item A (Rezone), filed by Anthony Wansley, Contractor, on behalf of Clementine Benton, Owner as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a portion of the property located at 208 McInnis Spring Road (Parcel 041H-27-003.00, PPIN 6970, Ward 5) from Section 4.5.3, R-1A (Single-Family Residential) District to Section 4.5.7, R-3 (Multi-Family Residential) District.

	Name	Address	City/State
<u>Presented by:</u>	Anthony Wansley	PO Box 209	Star, MS
	- Applicant		
<u>Proponents:</u>	None		
<u>Opponents:</u>	Frankie Benton	19 Langston Rd.	Hattiesburg, MS
	Gary James Jones	121 McInnis Springs Rd.	Hattiesburg, MS
	Ludell M. Allen	209 McInnis Springs Rd.	Hattiesburg, MS
	Winsdale Allen	209 McInnis Springs Rd.	Hattiesburg, MS
Chairman Conville declared the Public Hearing closed and the Business Meeting open to			

vote on the request. Commissioner Miller made a motion to deny the request for rezoning with the following basis: There is not a material change in the circumstances and conditions of the neighborhood and areas surrounding the petitioned property and there is not a public need for the change in question, based on the comprehensive plan. The motion was seconded by Commissioner Hinton.

Commissioners voting aye: Dick Conville, Chairman
Amy Hinton, Vice-Chairman
Mark Miller
Paul Sims
Jessie Wilson
Rebekah Ray

Commissioners voting nay: None

There came the matter of Item B (Rezone), filed by Marcus Cooper, Applicant, on behalf of V.L. Dye Jr., Owner, Chip Gren, Agent, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a certain property located at 2108 W 4th St. Hattiesburg, MS (Parcel 028G-05-143.00, PPIN 26138; Parcel 028J-05-002.00, 26161, Ward 4) from Section 4.5.7, R-3 (Multi-Family Residential) District and Section 4.5.8 B-1 (Professional Business) District to Section 4.5.10, B-3 (Community Business) District.

	Name	Address	City/State
<u>Presented by:</u>	Marcus Cooper - Applicant	2708 Sunset Drive	Hattiesburg, MS
<u>Proponents:</u>	Bo Dye	18 Dove Hollow	Petal, MS
<u>Opponents:</u>	None		

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Miller made a motion to approve the request for rezoning with the following basis: There is a material change in the circumstances and conditions of the neighborhood and areas surrounding the petitioned property and there is a public need for the change in question, based on the comprehensive plan. The motion was seconded by Commissioner Sims.

Commissioners voting aye: Dick Conville, Chairman
Amy Hinton, Vice-Chairman
Mark Miller
Paul Sims
Jessie Wilson

Commissioners voting nay: Rebekah Ray

BUSINESS MEETING

There being no further business, the meeting was adjourned at 2:15 PM. Commissioner Hinton made a motion to adjourn the meeting. The motion was seconded at Commissioner Wilson.

Dick Conville, Chairman

Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager

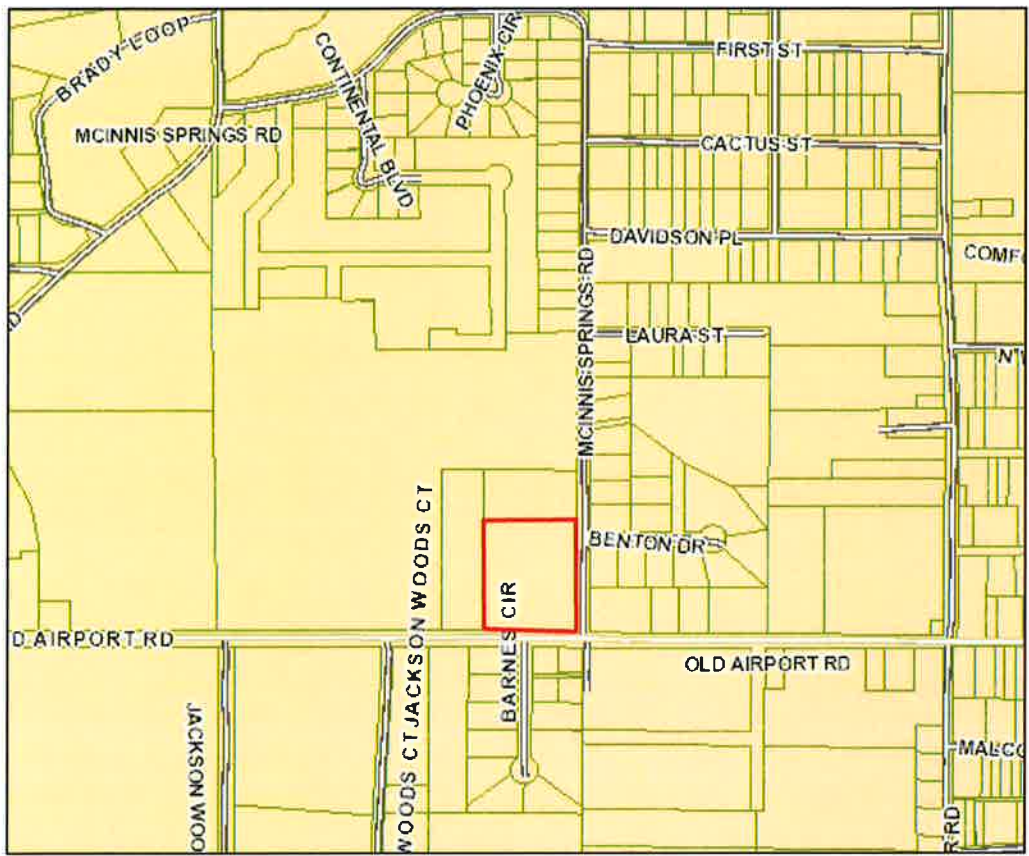
SUBJECT PARCEL: 208 McInnis Spring Road

Anthony Wansley, Contractor, on behalf of Clementine Benton, Owner

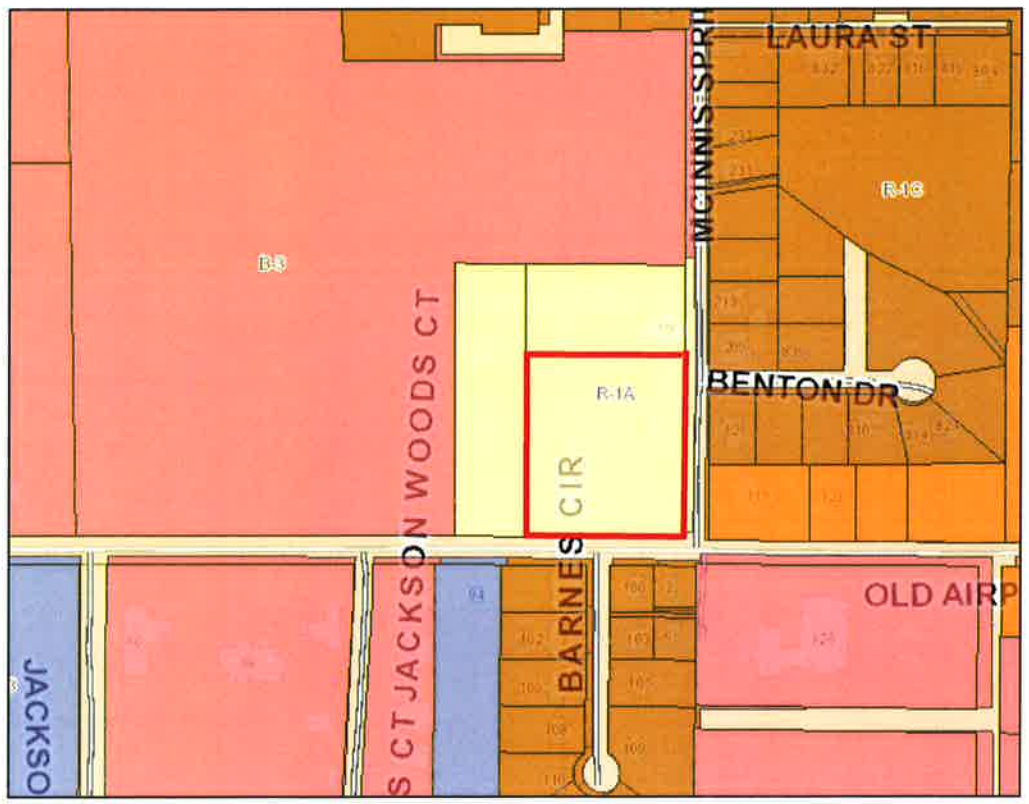
The applicant requests a change the zoning classification for a certain property located at 208 McInnis Spring Road (Parcel 041H-27-003.00, PPIN 6970, Ward 5) from Section 4.5.3, R-1A (Single-Family Residential) District to Section 4.5.7, R-3 (Multi-Family Residential) District.



Vicinity Map—Ward 5



Zoning—R-1A



Site Aerial



SURROUNDING AREA

Northern Direction: R-1A (Single-Family Residential) Residential



Southern Direction: R-1C (Single-Family) Residential



Eastern Direction: R-1C (Single-Family) and B-2 (Neighborhood Business) Residential



Western Direction: R-1A (Single-Family Residential) Undeveloped





**Planning Commission
Case Fact Sheet**

Property Applicant: Anthony Wansley
Property Owner: Clementine Benton

Address of Properties:	Tax Parcels	PPIN:	Ward:
208 McInnis Spring Rd	041H-27-003.00	6970	5

Request: **Zoning Change**

Purpose of Request: To consider an application to change the zoning classification for a portion of a property located at 208 McInnis Springs Road (Parcel 041H-27-003.00, PPIN 6970, Ward 5) from Section 4.5.3, R-1A (Single-Family Residential) District to Section 4.5.7, R-3 (Multi-Family Residential) District.

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4 Zoning Districts Established

4.5.3 R-1A Residential District: The purpose of the R-1A District is to permit single-family residential uses with related recreational, religious and educational facilities. This district is consistent with the Neighborhood Conservation 1 and 2 districts in the Comprehensive Plan. This zoning district encourages protected lower density residential neighborhoods with compatible supporting institutional uses and open space.

4.5.7 R-3 Multi-Family Residential District: The purpose of the R-3 District is to permit medium and high density residential uses including multi-family, two-family, and single-family structures with related recreational, religious and educational facilities. This district is consistent with the Neighborhood Conservation 1 and 2 districts in the Comprehensive Plan. This zoning district encourages protected residential neighborhoods with only

compatible supporting institutional uses and open space.

Present Zoning: This parcel is currently zoned R-1A (Residential) District.

Present Use: Undeveloped

Surrounding Zoning and Land Use:

North: R-1A (Single Family Residential) District/Residential
South: R-1C (Single Family Residential) District/ Residential
East: R-1C (Single Family Residential) District/ Residential
B-2 (Neighborhood Business) District/Residential
West: R-1A (Single Family Residential) District/Undeveloped

Most Nearly Bounded By (streets): This parcel is accessible from the South by Old Airport Road, the East by McInnis Springs Road. It is bounded to the West by Brady Road and the North by McInnis Springs Road.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case as of December 27, 2017

History / Background: This property is proposed to be subdivided, with the existing single family residence to remain zoned as R-1A, Single Family. A refined property description was provided by the applicant describing this lot area. Subdivision (minor) of the lot would be reviewed administratively

Sufficient utilities exist in the public right-of-way.

Basis for Approval:

1. There is a mistake in the original zoning.
2. The character of the neighborhood **(has / has not)** changed substantially so that rezoning is clearly justified and there **(is / is not)** a public need for the rezoning
3. Annexation

Rezoning Information (1 page)

One of the following conditions must be met before a rezoning can be recommended.
Check the condition(s) most applicable to your request and explain in writing.

- ☒ A. There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.
- ☐ B. There is a mistake in the original zoning.
- ☐ C. Annexation

Detailed explanation of condition(s) most applicable to your request: (Please print or type.)

The property located on the corner of Old Airport Rd. and McInnis Spring Rd. is a good location for multi-family dwelling. The duplex for this area will not only enhance the neighborhood, but will provide moderate income families the ability to have decent living. We have spoken with Mr. Frank Hall with Concerned Citizens of Palmer Crossing concerning this project and also email him the design for this project. Mr. Frank Hall concern was the construction traffic, and remove all debris and leave the premises in clean condition. We also agreed that this project will be favorable for families in need of dwelling.



CLEMENTINE E. BENTON
DB. 322, PG. 175
1.55 Acres (REMAINDER)

EAST 338.00'

130704.60 Sq. Feet
3.00 Acres

ZONE B-2

PROPERTY LOCATED IN ZONE 'X'
FIRM NO. 28035C019D, DATED:03/02/2010

MCINIS SPRING ROAD

SOUTH 386.70'

P.O.B.

WEST 338.00'

(PALMERS ROAD)

OLD AIRPORT ROAD

NORTH 91.10'

23.00' WEST

COMMENCE AT SW CORN
AREA OF SE1/4 OF SEC. 27
T-4-N, R-13-W, FORREST COUNTY, MISS

NOTE:
EXHIBIT WAS PREPARED FROM RECORD
DB. 322, PG. 175. FIELD SURVEY OF THE
SITE WAS NOT PERFORMED.
MEASUREMENTS ARE FROM RECORD
DEEDS

3.00 ACRE DUPLEX SITE
ANTHONY WANSLEY
LOC. NE1/4 OF SE1/4 OF SEC. 27
T-4-N, R-13-W, FORREST COUNTY, MISS

GREENE LAND SURVEYING, INC.

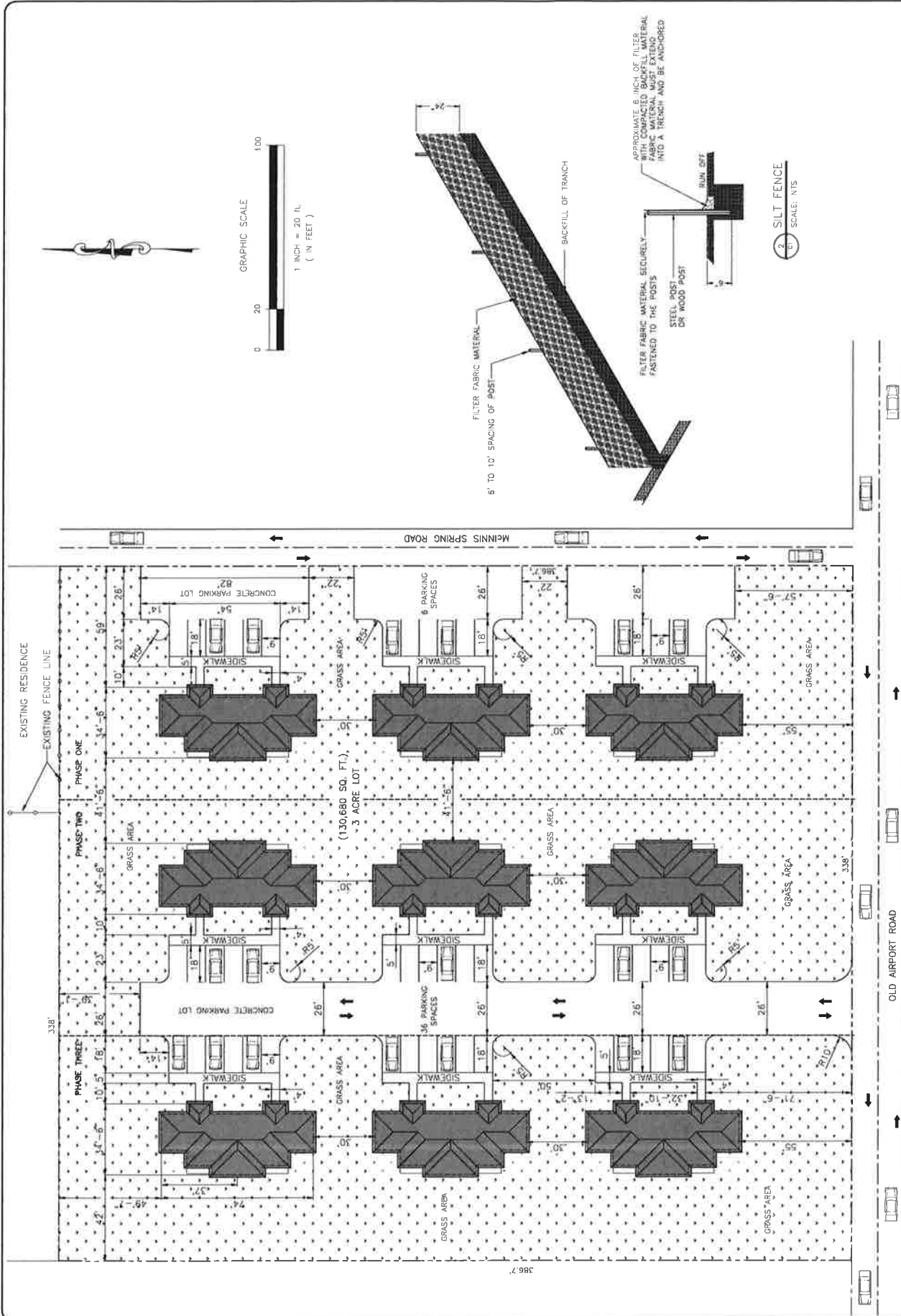
872 PRISOCK ROAD

BYRAM, MISS 39272

TEL. NO. 601 940-4771

DATE: 12-19-2017

SCALE: 1"=100'



1 PLOT PLAN
SCALE: 1"= 20'

December 28, 2017

Dear Zone Committee

I hope this message finds all well with you and your family after the holiday season. My name is Frankie Benton and I am a long time resident of Hattiesburg, MS. Having been graced with 91 years of life, I have seen more ups and downs than most and for the time I have left I want to use my voice to create more ups for my family, my friends and my beloved community of Palmer's Crossing.

We are the only place in the county that people think they can dump whatever they want to dump on us. It is time that we get some of the good things, like a shopping center or a healthy eating place. Everyone that comes to town looks to build places to take our community down because we have become the dump place in town.

I have lived in Palmer's Crossing for most of my life and have seen lots of changes. I was here when we got a better school, our first fire station, our first laundromat and trailer park. I wrote to and worked with Gean Taylor to resolve the flooding issue when money given to Palmer's was spent on Gordon Creek. I have been in everything that came to Palmer's Crossing that help us and I have been outspoken on things that did not help us.

There is currently a proposal to rezone a single family residence to a multi family residence. We do not need any apartments; we already have a mess of them. We could take a part of Airport Road, from Edwards Street to James Street, for business space to build a strip mall or shopping center. These types of businesses will draw crowds which would encourage more growth.

In addition, it is time we call Palmer's Crossing what it is "South Hattiesburg". There is so much rich history here that is connected to the city of Hattiesburg and if it were looked at as a branch of Hattiesburg instead of a separate entity, I believe the name change alone would change the mindset of many residents and future investors. There are people who would like to see Palmer's Crossing become a part of Hattiesburg in their life time.

Thank you for your consideration

Respectfully,



Frankie L. Benton, Sr.

RECEIVED

JAN 02 2017



Prepared by: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601)545-4550

Return to: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403
(601)545-4550

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI

**AN ORDINANCE CHANGING AND AMENDING THE
COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE
LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
FOR A CERTAIN PROPERTY LOCATED AT 208 MCINNIS SPRING ROAD (PARCEL
041H-27-003.00, PPIN 6970, WARD 5) FROM SECTION 4.5.3, R-1A (SINGLE-FAMILY
RESIDENTIAL) DISTRICT TO SECTION 4.5.7, R-3 (MULTI-FAMILY RESIDENTIAL)
DISTRICT.**

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 3209, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to DENY said change in zoning for the following reasons:

There is not a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is not a public need for the change in question, based on the comprehensive plan

Said properties are described as follows:

**DESCRIPTION OF 3.00 ACRE DUPLEX SITE OLD AIRPORT ROAD, (PALMER ROAD)
HATTESBURG, MISSISSIPPI**

Commence at the southeast corner of the Northeast Quarter of the Southeast Quarter of Section 27, Township 4 North, Range 13 West, Forrest County, Mississippi, and run thence West for a distance of 23.0 feet to a point; Run thence North for a distance of 51.1 feet to the North line of (PalmerS Road) Old Airport Road, and the Point of Beginning: Run thence West for a distance of 338.00 feet to a point; Run thence North for a distance of 386.70 feet to a point; Run thence

East for a distance of 338.00 feet to the West line of McInnis Spring Road; Run thence South for a distance of 386.70 feet along said Road West line to the Point of Beginning.

The above described parcel of land is situated in the Northeast Quarter of the Southeast Quarter of SE4ction 27, Township 4 North, Range 13 West, Forrest County, Mississippi, and contains, 3.00 acres, more or less.

Indexing Instructions: NE1/4 OF SE1/4 OF SEC. 27, T-4-N, R-13-W, FORREST COUNTY, MISS

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Land Development Code Ordinance No. 3209, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2018.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2018.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2018-131

File ID: 2018-131

Type: Ordinance

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Ginger Maddox

File Created: 01/08/2018

Brief Title: 2108 W 4th St. - Rezoning

Final Action: 01/16/2018

Minute Book Number: MB2018-11

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Notes:

Agenda Date: 01/16/2018

Indexes:

Agenda Number: V.-2

Sponsors:

Enactment Date:

Attachments: January 2018 HPC Minutes, HPC Packet - 2108 W 4th St, Marcus Cooper presentation - Rezoning 1-3-18, Ordinance - 2108 W 4th St, ORD#3225, executed Ordinance - 2108 W 4th St

Enactment Number:

Contact:

Meeting Date: 01/16/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Special Called Meeting	01/16/2018	Adopt				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt an Ordinance (#3225) for the petition filed by Marcus Cooper, Applicant, on behalf of V.L. Dye Jr., Owner, Chip Gren, Agent to change the zoning classification for a property located at 2108 W. 4th St. Hattiesburg, MS (Parcel 028G-05-143.00, PPIN 26138; Parcel 028J-05-002.00, 26161, Ward 4) from Section 4.5.7, R-3 (Multi-Family Residential) District and Section 4.5.8 B-1 (Professional Business) District to Section 4.5.10, B-3 (Community Business) District. The Planning Commission recommended to Approve on January 3, 2018.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Following the vote, Council Vice President Dryden recused herself for the vote on Policy Agenda Item V. -3.

Yea: 5 Delgado
Carroll
Dryden
George
Brown

1 City Council

01/16/2018

Text of Legislative File 2018-131

Title

Adopt an Ordinance for the petition filed by Marcus Cooper, Applicant, on behalf of V.L. Dye Jr., Owner, Chip Gren, Agent to change the zoning classification for a property located at 2108 W. 4th St. Hattiesburg, MS (Parcel 028G-05-143.00, PPIN 26138; Parcel 028J-05-002.00, 26161, Ward 4) from Section 4.5.7, R-3 (Multi-Family Residential) District and Section 4.5.8 B-1 (Professional Business) District to Section 4.5.10, B-3 (Community Business) District. The Planning Commission recommended to Approve on January 3, 2018.

Summary

2108 W. 4th St. - Rezoning

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
January 3, 2017**

The Hattiesburg Planning Commission did meet in a regular session on January 3, 2017 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Dick Conville, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Dick Conville, Chairman
Amy Hinton, Vice-Chairman
Mark Miller
Paul Sims
Jessie Wilson
Rebekah Ray

Commissioners Absent: Judy Corts
Sandra Thompson

Also Present: Ginger Maddox Lowrey, AICP, Planning Division Manager
Andrew Ellard, Director of Urban Development
Nick Williams, Planning Division

Chairman Conville declared the meeting of the Hattiesburg Planning Commission open and in session at 1:02 P.M.

INVOCATION

Chairman Conville gave the invocation.

AGENDA REVIEW

There came the matter of the January 2018 Agenda. A request was made by Chairman Conville for a motion to approve the January 2018 Agenda. A motion was made to approve the January 2018 Agenda by Commissioner Miller and seconded by Commissioner Ray.

Commissioners voting aye: Dick Conville, Chairman
Amy Hinton, Vice-Chairman
Mark Miller
Paul Sims
Jessie Wilson
Rebekah Ray

Commissioners voting nay: None

Commissioners absent: Jessie Wilson

MINUTES REVIEW

There came the matter of the December 6, 2017, minutes. A request was made by Chairman Conville for a motion to approve the December 6, 2017, minutes. A motion was made by Commissioner Miller to approve the minutes and seconded by Commissioner Hinton.

Commissioners voting aye: Dick Conville, Chairman

Amy Hinton, Vice-Chairman
Mark Miller
Paul Sims
Jessie Wilson
Rebekah Ray

Commissioners voting nay: None
Commissioners absent: Jessie Wilson

REPORTS

BUILDING REPORT

There came the matter of the Building Inspection Report. Steve Mitchell provided a building report for December 2017.

PLANNING REPORT

There came the matter of the Planning Report by Ginger Maddox Lowrey, AICP, Planning Division Manager. On December 19, 2017 the City Council reviewed the following Hattiesburg Planning Commission recommendations and voted as follows: The City of Hattiesburg amendment to the Land Development Code (HPC approval upheld). The City Council tabled Clint Walker’s application for a Digital Billboard permit until January 2, 2018. On January 2, 2018, the City Council Denied the application (HPC approval not upheld). The City Council also denied Clint Walker’s related digital billboard variance approved by the Board of Adjustments.

Mrs. Lowrey also presented and discussed updated variance applications.

CHAIRMAN’S REPORT

There came the matter of the Chairman’s Report. Chairman Conville appointed a nominating committee for 2018 which consists of the following members: Jessie Wilson, Rebekah Ray, Mark Miller.

PUBLIC HEARING – PLANNING COMMISSION

Chairman Conville declared the Public Hearing for the Planning Commission open at 1:15 P.M. and read the rules and procedures of the hearing.

There came the matter of Item A (Rezone), filed by Anthony Wansley, Contractor, on behalf of Clementine Benton, Owner as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a portion of the property located at 208 McInnis Spring Road (Parcel 041H-27-003.00, PPIN 6970, Ward 5) from Section 4.5.3, R-1A (Single-Family Residential) District to Section 4.5.7, R-3 (Multi-Family Residential) District.

	Name	Address	City/State
<u>Presented by:</u>	Anthony Wansley	PO Box 209	Star, MS
	- Applicant		
<u>Proponents:</u>	None		
<u>Opponents:</u>	Frankie Benton	19 Langston Rd.	Hattiesburg, MS
	Gary James Jones	121 McInnis Springs Rd.	Hattiesburg, MS
	Ludell M. Allen	209 McInnis Springs Rd.	Hattiesburg, MS
	Winsdale Allen	209 McInnis Springs Rd.	Hattiesburg, MS
Chairman Conville declared the Public Hearing closed and the Business Meeting open to			

vote on the request. Commissioner Miller made a motion to deny the request for rezoning with the following basis: There is not a material change in the circumstances and conditions of the neighborhood and areas surrounding the petitioned property and there is not a public need for the change in question, based on the comprehensive plan. The motion was seconded by Commissioner Hinton.

Commissioners voting aye: Dick Conville, Chairman
Amy Hinton, Vice-Chairman
Mark Miller
Paul Sims
Jessie Wilson
Rebekah Ray

Commissioners voting nay: None

There came the matter of Item B (Rezone), filed by Marcus Cooper, Applicant, on behalf of V.L. Dye Jr., Owner, Chip Gren, Agent, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a certain property located at 2108 W 4th St. Hattiesburg, MS (Parcel 028G-05-143.00, PPIN 26138; Parcel 028J-05-002.00, 26161, Ward 4) from Section 4.5.7, R-3 (Multi-Family Residential) District and Section 4.5.8 B-1 (Professional Business) District to Section 4.5.10, B-3 (Community Business) District.

	Name	Address	City/State
<u>Presented by:</u>	Marcus Cooper - Applicant	2708 Sunset Drive	Hattiesburg, MS
<u>Proponents:</u>	Bo Dye	18 Dove Hollow	Petal, MS
<u>Opponents:</u>	None		

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Miller made a motion to approve the request for rezoning with the following basis: There is a material change in the circumstances and conditions of the neighborhood and areas surrounding the petitioned property and there is a public need for the change in question, based on the comprehensive plan. The motion was seconded by Commissioner Sims.

Commissioners voting aye: Dick Conville, Chairman
Amy Hinton, Vice-Chairman
Mark Miller
Paul Sims
Jessie Wilson

Commissioners voting nay: Rebekah Ray

BUSINESS MEETING

There being no further business, the meeting was adjourned at 2:15 PM. Commissioner Hinton made a motion to adjourn the meeting. The motion was seconded at Commissioner Wilson.

Dick Conville, Chairman

Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager

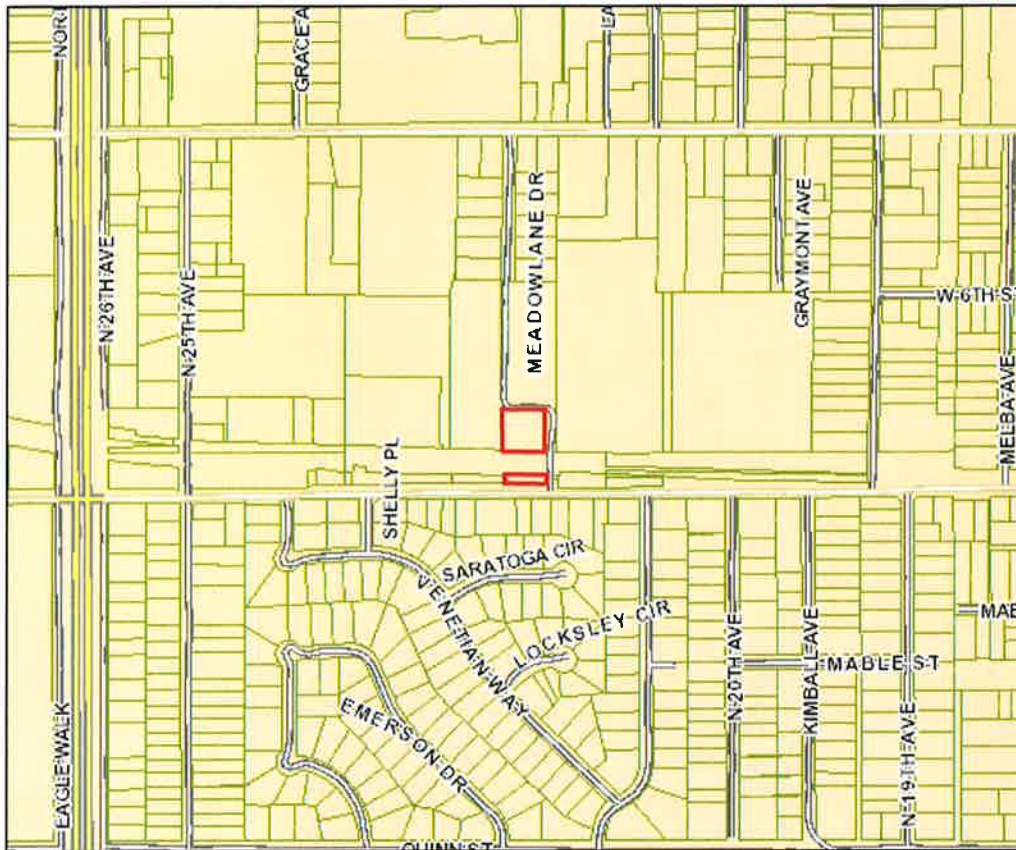
SUBJECT PARCEL: 2108 W. 4th Street

Marcus Cooper, Applicant, on behalf of V.L. Dye Jr., Owner, Chip Gren ,
Agent

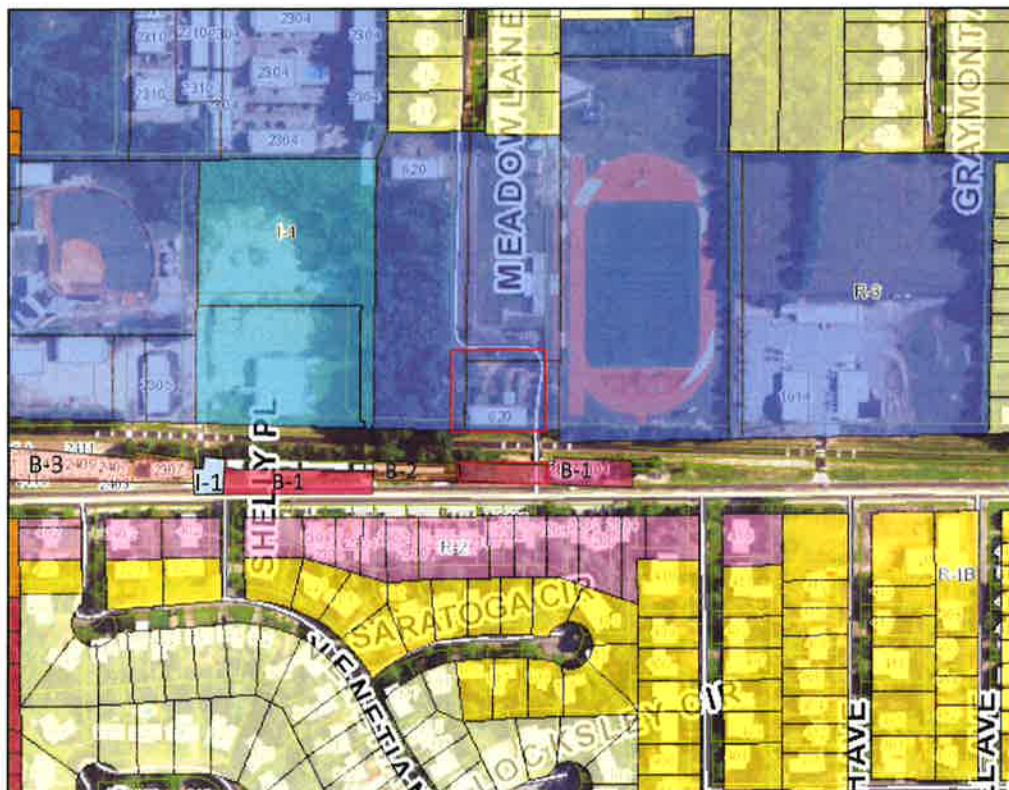
The applicant requests a change the zoning classification for a certain property located at 2108 W. 4th Street (Parcel 028G-05-143.00; 028J-05-002.00, PPIN 26138; 26161, Ward 4) from Section 4.5.7, R-3 (Multi-Family Residential) District to Section 4.5.10, B-3 (Community Business) District.



Vicinity Map—Ward 4



Zoning—R-3 and B-1



Site Aerial



SURROUNDING AREA

Northern Direction: R-3 (Multi-Family) University



Southern Direction: R-2 (Two-Family) Residential



Eastern Direction: R-3 (Multi-Family) University and B-1 (Professional Business) Commercial



Western Direction: R-3 (Multi-Family) Undeveloped and B-2 (Neighborhood Business) Commercial





**Planning Commission
Case Fact Sheet**

Property Applicant: Marcus Cooper, Applicant, Chip Gren, Agent
Property Owner: V.L. Dye Jr.

Address of Properties:	Tax Parcels	PPIN:	Ward:
2108 W 4 th Street	028G-05-143.00	26138	4
	028J-05-002.00	26161	

Request: **Zoning Change**

Purpose of Request: To consider an application to change the zoning classification for a certain property located at 2108 W 4th St. Hattiesburg, MS (Parcel 028G-05-143.00; 028J-05-002.00, PPIN 26138; 26161, Ward 4) from Section 4.5.7, R-3 (Multi-Family Residential) District to Section 4.5.10, B-3 (Community Business) District.

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4 Zoning Districts Established

4.5.7 R-3 Multi-Family Residential District: The purpose of the R-3 District is to permit medium and high density residential uses including multi-family, two-family, and single-family structures with related recreational, religious and educational facilities. This district is consistent with the Neighborhood Conservation 1 and 2 districts in the Comprehensive Plan. This zoning district encourages protected residential neighborhoods with only compatible supporting institutional uses and open space.

4.5.10 B-3 Community Business District: The purpose of the B-3 District is to provide for retail, personal service, and offices in locations with convenient access to the community consistent with comprehensive planning policies. This district is consistent with the Community Business District in the Comprehensive Plan.

Table 5.1 Microbrewery – Permitted in B-4, I-1, I-2. (The definition of this use is assumed to mean production for distribution)

Present Zoning: This parcel is currently zoned R-3 (Multi-Family Residential) and B-1 (Professional Business) District/ undeveloped

Present Use: Vacant commercial

Surrounding Zoning and Land Use:

North: R-3 (Multi-Family Residential) District/University
South: R-2 (Two-Family Residential) District/Residential
East: R-3 (Multi-Family Residential) District/University
B-1 (Professional Business) District /Commercial
West: R-3 (Multi-Family Residential) District/Undeveloped
B-2 (Neighborhood Business) District/Commercial

Most Nearly Bounded By (streets): This parcel is accessible from the North and East by Meadow Lane and the South by Fourth Avenue. It is bounded to the West by North 25th Avenue.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case as of December 27, 2017

History / Background: The proposed use of this property is for a “quasi-microbrewery”. The volume of beer produced is not for distribution. The use is more closely associated with a restaurant that may brew its own beer not for distribution, only for consumption on site and sales on site (the maximum of which is regulated by state law).

Any business at this location would not be allowed to produce an amount of beer suitable for distribution. Production of beer at a volume for distribution would be required to locate in B-4, I-1, or I-2.

Basis for Approval:

1. There is a mistake in the original zoning.
2. The character of the neighborhood (**has / has not**) changed substantially so that rezoning is clearly justified and there (**is / is not**) a public need for the rezoning
3. Annexation

Rezoning Information (1 page)

One of the following conditions must be met before a rezoning can be recommended.
Check the condition(s) most applicable to your request and explain in writing.

- X A. There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.
- B. There is a mistake in the original zoning.
- C. Annexation

Detailed explanation of condition(s) most applicable to your request: (Please print or type.)

We are requesting this zoning change in order to open and operate a Brewpub/Restaurant on the property.
The 90 year old structure currently on the property will be used as the primary facility in order to preserve
the history of the building and area. This business will fulfill several needs of the neighborhood. The
Brewpub/Restaurant will provide both a service for nearby residents to enjoy and a point of interest for
drawing in people from other neighborhoods and cities. This will encourage future businesses to develop in
the area. The increased activity that the business will create as well as the exterior lighting that will be added
to the property will provide additional safety to pre-existing foot traffic especially for students utilizing the
neighboring sports facilities. Given the proximity of the property to the Long Leaf Trace, there will be several
free services made available for cyclists and pedestrians including air pumping station, water bottle fill up,
bicycle tools, bike racks, and restrooms. By revitalizing a building that has been unoccupied for a significant
period of time with a hospitality business we will no doubt have a dramatic positive impact on surrounding
property values. It is for these reasons that we believe that this zoning change is appropriate and necessary.

LEGAL DESCRIPTION PARCEL A

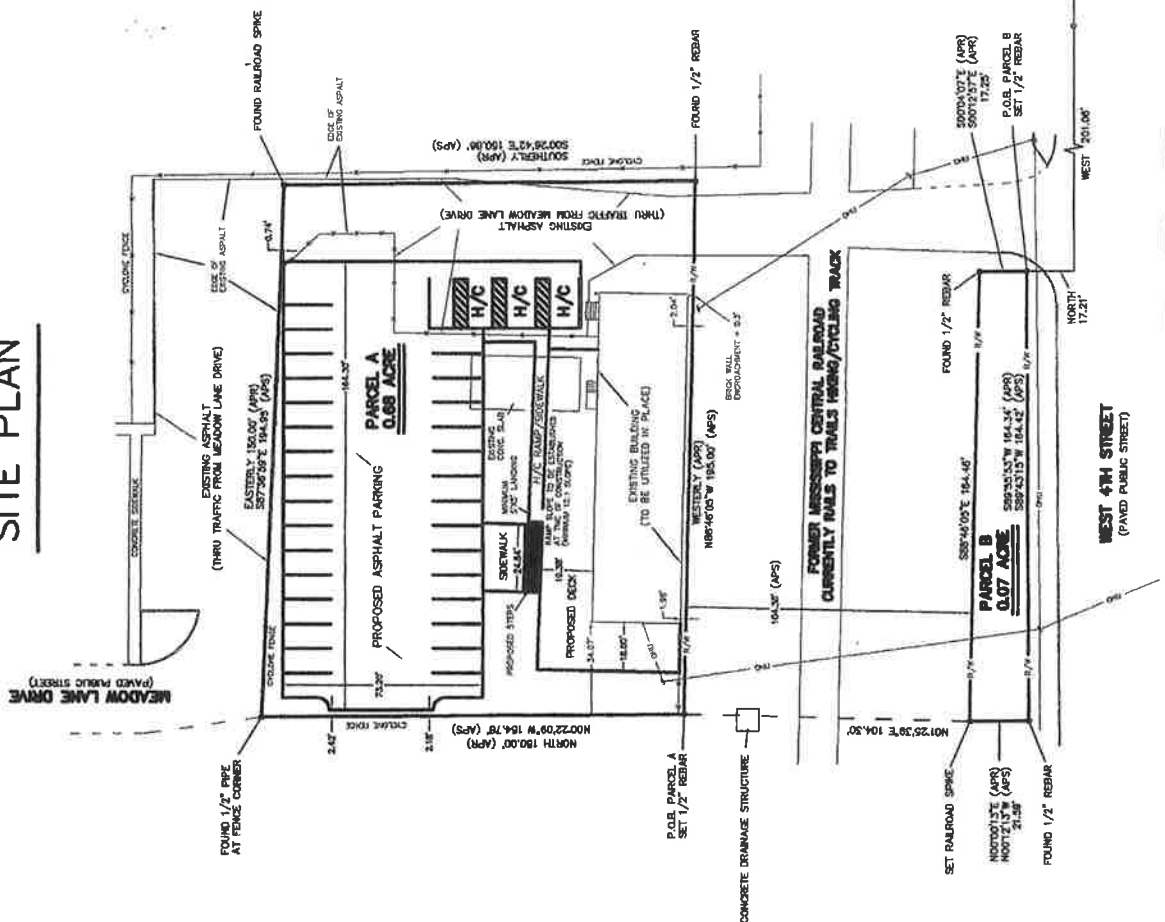
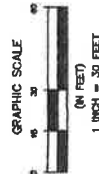
[illegible]

SAID PARCEL IS A PART OF THE SE 1/4 OF THE SW 1/4 OF SECTION 5, T-4-N, R-13-W, FOREST COUNTY, MISSISSIPPI AND CONTAINS 0.88 ACRE, MORE OR LESS.

LEGAL DESCRIPTION PARCEL B

[illegible]

SAID PARCEL IS A PART OF THE SE 1/4 OF THE SW 1/4 OF SECTION 5, T-4-N, R-13-W, FOREST COUNTY, MISSISSIPPI AND CONTAINS 0.07 ACRE, MORE OR LESS.



POINT OF COMMENCEMENT
SET MAG NAIL AT THE SE CORNER
OF THE SE 1/4 OF THE SW 1/4 OF
SECTION 3, T-4-N, R-13-W, FOREST
COUNTY, MISSOURI

[illegible]

BREWERY

COLLUDIDIUM

2108 W 4TH ST.

HATTIESBURG, MS 39401

CURRENT ZONE: R3
PROPOSED ZONE: B3

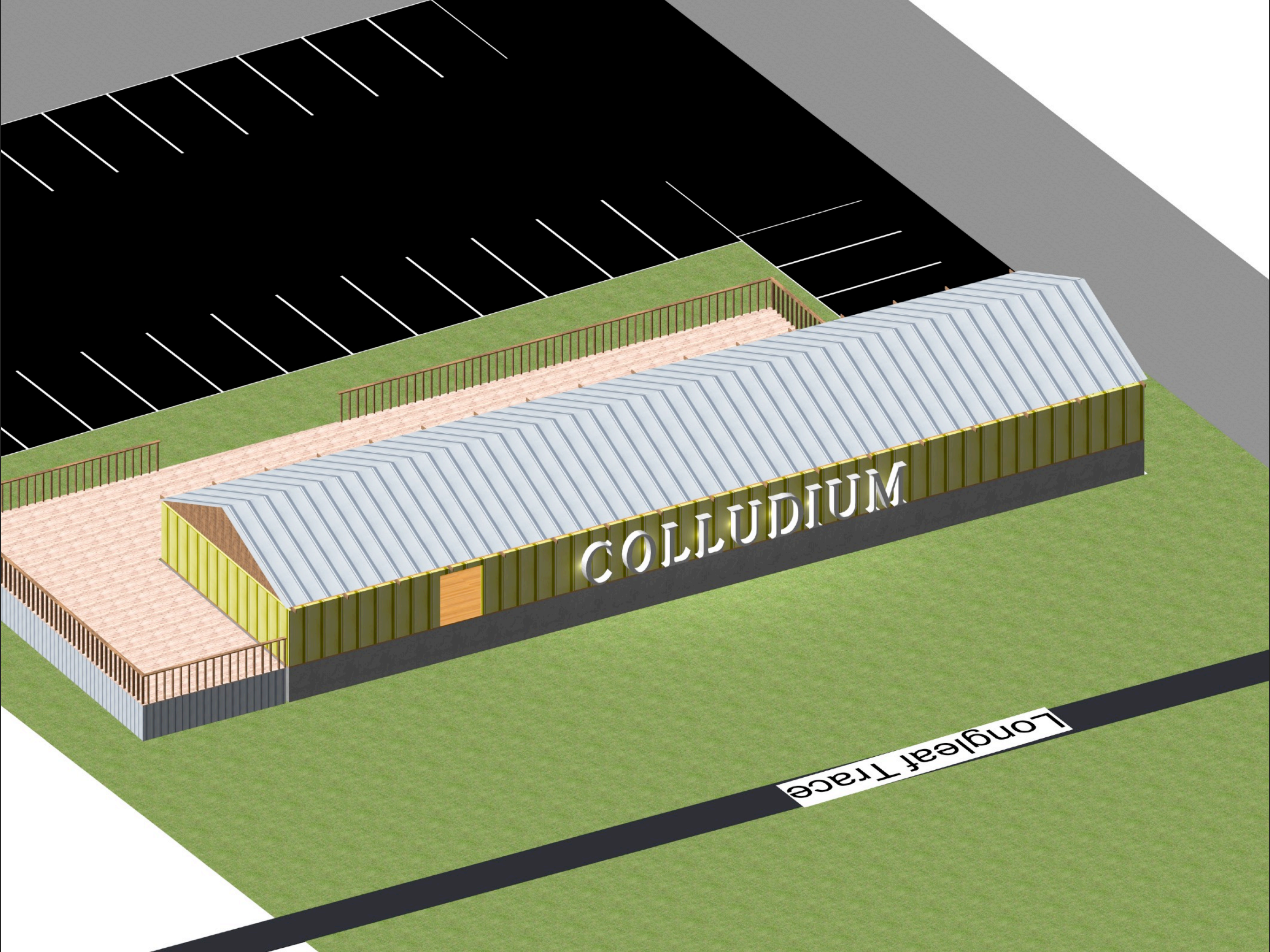
PROPERTY “AS IS”



Subject

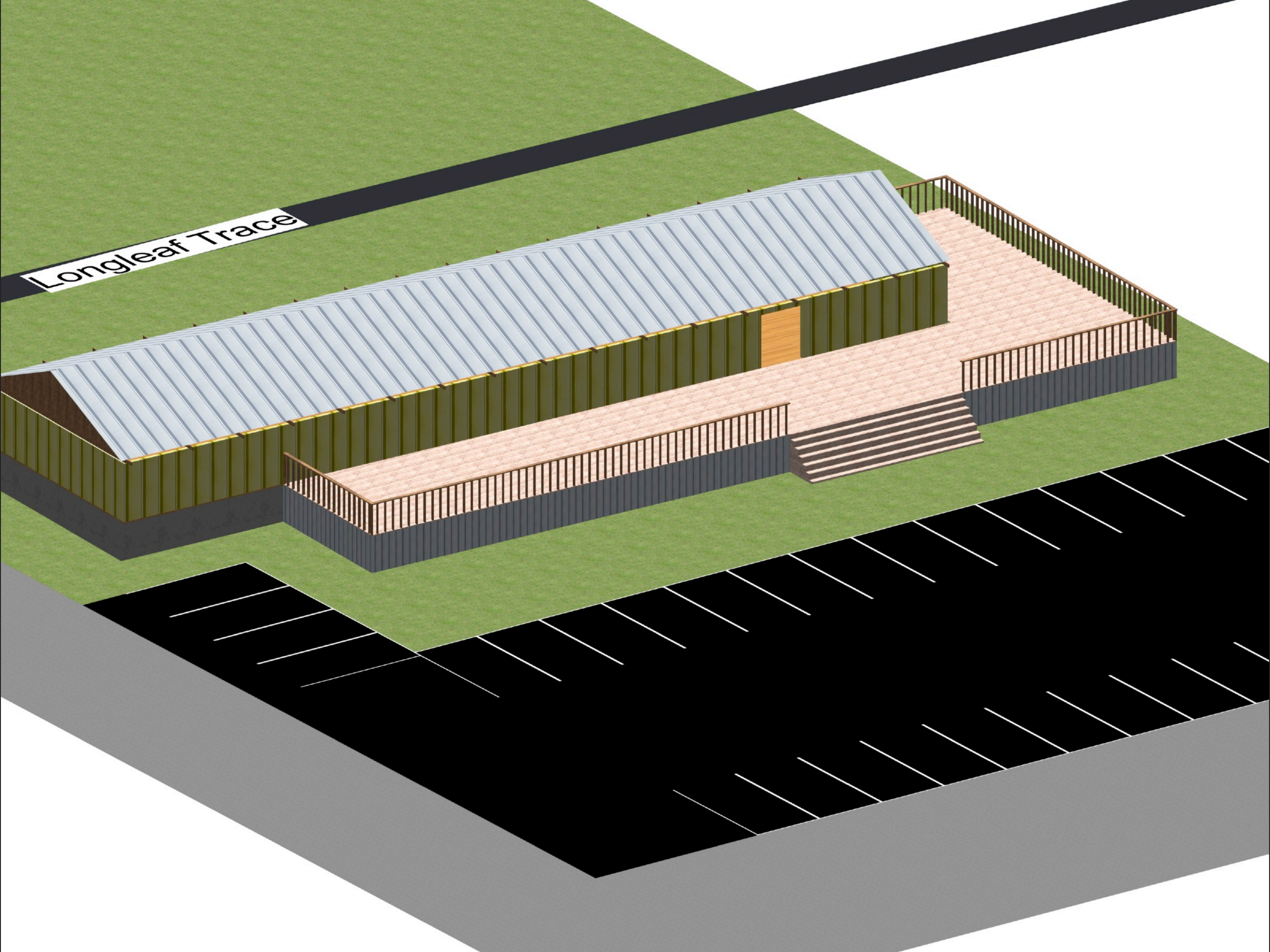


**PROPOSED USE:
NANO BREWPUB**



COLLUDIUM

Longleaf Trace



NEIGHBORHOOD BENEFITS

- ▶ A hospitality service for nearby residents to enjoy
- ▶ Point of interest for other neighborhoods and cities
- ▶ Increased safety and security for pre-existing foot traffic
- ▶ Preservation of a historic 90 year old structure
- ▶ Free services for runners and cyclist on the long leaf trace

THANK YOU!

Prepared by: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601)545-4550

Return to: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403
(601)545-4550

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI

**AN ORDINANCE CHANGING AND AMENDING THE
COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE
LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
FOR A CERTAIN PROPERTY LOCATED AT 2108 W 4TH ST. HATTIESBURG, MS
(PARCEL 028G-05-143.00, PPIN 26138; PARCEL 028J-05-002.00, 26161, WARD 4)
FROM SECTION 4.5.7, R-3 (MULTI-FAMILY RESIDENTIAL) DISTRICT AND
SECTION 4.5.8 B-1 (PROFESSIONAL BUSINESS) DISTRICT TO SECTION 4.5.10, B-3
(COMMUNITY BUSINESS) DISTRICT.**

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 3209, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the comprehensive plan

Said properties are described as follows:

A part of the Southeast Quarter of the Southwest Quarter (SE1/4 of the SW1/4) of Section Five (5), Township (4) Four North, Range Thirteen (14) West, in the City of Hattiesburg, Forrest County, Mississippi, described as beginning at the Southwest corner of the SE1/4 of the SW1/4 of Said Section, Township and Range and from thence run East 384.3 feet, thence run East along the Northerly boundary line of Fourth Street 761.4 feet to the point of beginning, and from thence run north 36 feet, more or

less, to the Southerly boundary line of the right of way of the Mississippi Central Railroad Company, and from thence run Westerly along the Southerly boundary line of the right of way of said Railroad Company to a point on said Southerly boundary line which is due North of a point on the Northerly boundary line of Fourth Street lying 186 feet West of the point of beginning, thence run South to the Northerly boundary line of said Fourth Street, thence run East along the Northerly boundary line of said Fourth Street for a distance of 186 feet to the point of beginning,

AND ALSO: A part of the Southeast Quarter of the Southwest Quarter (SE1/4 of SW1/4) of Section Five (5), Township Four (4), North, Range Thirteen (13) West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and more particularly described as follows:

Commencing at the southwest corner of the Southeast Quarter of the Southwest Quarter (SE1/4 of SW1/4) of said Section, Township and Range, and run thence East for a distance of 384.3 feet, run thence East along the northern boundary line of West Fourth Street for a distance of 761.4 feet to and for the point of beginning, run thence North for a distance of 36 feet, more or less, to the southerly boundary line of the right of way of the Mississippi Central Railroad Company, run thence in a southeasterly direction along the southerly boundary line of said railroad to a point due South of the southeast corner of that parcel of land described in that certain deed from Panama Pump Corporation, a Florida corporation, to E. D. Mercer, Jr., dated April 28 1959, and recorded in Book 209 at Page 116 of the Land Deed Records of Forrest County, Mississippi, run thence South to the northerly boundary line of West Fourth Street, run thence in a westerly direction along the northerly boundary line of West Fourth Street to the point of beginning,

AND ALSO: That part of the SE1/4 of the SW1/4 of Section 5, Township 4 North, Range 13 West, described as follows, to-wit:

Commencing at the Southwest corner of the SE1/4 of the SW1.4 of Section 5, Township 4 North, Range 13 West, and run thence East and along the South line of the SE1/4 and of the SW1/4 for a distance of 773.7 feet; thence run at right angles and North for a distance of 166.9 feet, more or less, to the North right of way line of the present and existing Mississippi Central Railroad Company; thence run Easterly along said North right of way line for a distance of 195 feet to and for a point of beginning, thence run North for a distance of 150 feet, thence run Easterly parallel to the North right of way line of said Mississippi Central Railroad for a distance of 195 feet, thence run in a Southerly direction to an iron pin on the north right of way of said railroad, which pin is 195 feet from the point of beginning, thence run in a Westerly direction along the North right of way line of said railroad for a distance of 195 feet to the point of beginning.

AND ALSO: Beg. 1157.2 ft E SW cor SE1/4 SW1/4, N 32.53 ft, w along S/L R.R R/W 194 ft, S to 4th St., E along N/L 4th St 194 ft to beg., Sec. 5, T 4 N, R13 W, Forrest Count, Mississippi; together with all improvements.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Land Development Code Ordinance No. 3209, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2018.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2018.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601)545-4550

Return to: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403
(601)545-4550

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3225

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

**AN ORDINANCE CHANGING AND AMENDING THE
COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE
LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
FOR A CERTAIN PROPERTY LOCATED AT 2108 W 4TH ST. HATTIESBURG, MS
(PARCEL 028G-05-143.00, PPIN 26138; PARCEL 028J-05-002.00, 26161, WARD 4)
FROM SECTION 4.5.7, R-3 (MULTI-FAMILY RESIDENTIAL) DISTRICT AND
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SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 3209, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the comprehensive plan

Said properties are described as follows:

A part of the Southeast Quarter of the Southwest Quarter (SE1/4 of the SW1/4) of Section Five (5), Township (4) Four North, Range Thirteen (14) West, in the City of Hattiesburg, Forrest County, Mississippi, described as beginning at the Southwest corner of the SE1/4 of the SW1/4 of Said Section, Township and Range and from thence run East 384.3 feet, thence run East along the Northerly boundary line of Fourth Street 761.4 feet to the point of beginning, and from thence run north 36 feet, more or

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AND ALSO: A part of the Southeast Quarter of the Southwest Quarter (SE1/4 of SW1/4) of Section Five (5), Township Four (4), North, Range Thirteen (13) West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and more particularly described as follows:

Commencing at the southwest corner of the Southeast Quarter of the Southwest Quarter (SE1/4 of SW1/4) of said Section, Township and Range, and run thence East for a distance of 384.3 feet, run thence East along the northern boundary line of West Fourth Street for a distance of 761.4 feet to and for the point of beginning, run thence North for a distance of 36 feet, more or less, to the southerly boundary line of the right of way of the Mississippi Central Railroad Company, run thence in a southeasterly direction along the southerly boundary line of said railroad to a point due South of the southeast corner of that parcel of land described in that certain deed from Panama Pump Corporation, a Florida corporation, to E. D. Mercer, Jr., dated April 28 1959, and recorded in Book 209 at Page 116 of the Land Deed Records of Forrest County, Mississippi, run thence South to the northerly boundary line of West Fourth Street, run thence in a westerly direction along the northerly boundary line of West Fourth Street to the point of beginning,

AND ALSO: That part of the SE1/4 of the SW1/4 of Section 5, Township 4 North, Range 13 West, described as follows, to-wit:

Commencing at the Southwest corner of the SE1/4 of the SW1.4 of Section 5, Township 4 North, Range 13 West, and run thence East and along the South line of the SE1/4 and of the SW1/4 for a distance of 773.7 feet; thence run at right angles and North for a distance of 166.9 feet, more or less, to the North right of way line of the present and existing Mississippi Central Railroad Company; thence run Easterly along said North right of way line for a distance of 195 feet to and for a point of beginning, thence run North for a distance of 150 feet, thence run Easterly parallel to the North right of way line of said Mississippi Central Railroad for a distance of 195 feet, thence run in a Southerly direction to an iron pin on the north right of way of said railroad, which pin is 195 feet from the point of beginning, thence run in a Westerly direction along the North right of way line of said railroad for a distance of 195 feet to the point of beginning.

AND ALSO: Beg. 1157.2 ft E SW cor SE1/4 SW1/4, N 32.53 ft, w along S/L R.R R/W 194 ft, S to 4th St., E along N/L 4th St 194 ft to beg., Sec. 5, T 4 N, R13 W, Forrest Count, Mississippi; together with all improvements.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Land Development Code Ordinance No. 3209, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS: George
Delgado
Carroll
Dryden
Brown

NAYS: None

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 16th day of January A.D., 2018.

(S E A L)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 16th day of January A.D., 2018.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2018-142

File ID: 2018-142

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 01/08/2018

Brief Title: Resolution - Requisition No. 14 - 2016 Water/Sewer Bonds

Final Action: 01/16/2018

Minute Book Number: MB2018-11-12

Title:

Adopt a Resolution authorizing Requisition No. 14 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Notes:

Agenda Date: 01/16/2018

Indexes:

Agenda Number: V.-3

Sponsors:

Enactment Date:

Attachments: 2016 Bond Resolution No. 14, RES#2018-4, executed
2016 Bond Resolution No. 14

Enactment Number:

Contact:

Meeting Date: 01/16/2018

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Special Called Meeting	01/16/2018	Adopt				Pass

Action Text: A MOTION was made by Council Member George and seconded by Council Member Brown to Adopt a Resolution authorizing Requisition No. 14 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

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

Yeas: 3 - George, Carroll and Brown

Nays: 0

Abstain: 1 - Delgado

Recuse: 1 - Dryden

Council Vice President Dryden returned to the room following the vote.

Yea:	3	Carroll
		George
		Brown
Abstain:	1	Delgado
Recuse:	1	Dryden

1 City Council

01/16/2018

Text of Legislative File 2018-142

Title

Adopt a Resolution authorizing Requisition No. 14 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Summary

Resolution - Requisition No. 14 - 2016 Water/Sewer Bonds

The City Council of the City of Hattiesburg, Mississippi (the “City”) acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. **14** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated August 18, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 14 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on August 18, 2016 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$25,000,000 (the “Loan”) pursuant to the terms and conditions of that certain loan agreement, dated as of August 18, 2016, by and between the Mississippi Development Bank and the City (the “Loan Agreement”).

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **14** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$51,399.81** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **14** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Fifty-One Thousand Three Hundred Ninety-nine and 81/100 dollars (\$51,399.81)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Regions Bank, as Trustee to disburse funds of Requisition No.**14** in the total aggregate amount of **Fifty-One Thousand Three Hundred Ninety-nine and 81/100 dollars (\$51,399.81)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **16th day of January**, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **16th day of January**, 2018.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: \$25,000,000.00 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Series 2016 Bonds") secured by \$25,000,000.00 Taxable Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated August 18, 2016 (the "Series 2016 Note").

**TO: Regions Bank
400 West Capitol, 7th Floor
Little Rock, AR 72201
ATTN: Corporate Trust Department**

REQUISITION NO.: 14

DATE OF REQUISITION: 1/16/2018

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7295.70	\$ 4,375.00	20020	Water Plant #1 Rehabilitation Period: 10/22/17 - 11/30/17 MB 2017-81 SDW #1273-W015
2	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.72	\$ 1,715.00	20021	Sewer Improvements Phase X - Quinn St. Area Period: 11/25/17 - 12/23/17 MB 2011-4/89-110 SDW #1273-S011
3	Pittman Law Firm P O Drawer 17138 Hattiesburg, MS 39404-8138	093695.7220.54	\$ 2,404.81	706	Sewer Improvements Ph V Period: 11/25/17 - 12/23/17 MB 2011-4/89-110 SDW Project# 1273-S005
4	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.70	\$ 15,735.00	20022	Sewer Improvements Ph VIII - Camp St. Area Period: 11/25/17 - 12/23/17 MB 2011-4/89-110 SDW #1273-S010
5	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.62	\$ 16,155.00	20050	Water Ph V Period: 11/25/17 - 12/23/17 MB 2011-4/89-110

SDW # 1273-W013

6	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.51	\$	1,645.00	20053	Sewer Improvements Ph XII Period: 11/25/17 - 12/23/17 MB 2011-4/89-110 SDW #1273-S012
7	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.54	\$	9,370.00	20054	Sewer Improvements Ph V Period: 11/25/17 - 12/23/17 MB 2011-4/89-110 SDW Project# 1273-S005

<u>\$</u>	<u>51,399.81</u>
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CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

January 2, 2018
Project No: 1273-W015
Invoice No: 20020

Project Manager John Weeks
Project 1273-W015 Water Plant #1 Rehabilitation
Professional Services from November 25, 2017 to December 23, 2017

Phase DD Design Phase Services
Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Connolly, Nicholas	25.00	175.00	4,375.00	
Totals	25.00		4,375.00	
Total Labor				4,375.00
		Total this Phase		\$4,375.00
		Total this Invoice		\$4,375.00

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

Ln



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

January 2, 2018
Project No: 1273-S011
Invoice No: 20021

Project Manager John Weeks

Project 1273-S011 ComSWIP Sewer Phase X - Quinn St. Area

Professional Services from November 25, 2017 to December 23, 2017

Professional Personnel

	Hours	Rate	Amount	
Connolly, Nicholas	8.00	175.00	1,400.00	
CADD TECHNICIAN I				
Sullivan, Richard	3.00	105.00	315.00	
Totals	11.00		1,715.00	
Total Labor				1,715.00
		Total this Invoice		\$1,715.00

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

PITTMAN LAW FIRM*A PROFESSIONAL ASSOCIATION**ATTORNEYS AT LAW*

POST OFFICE DRAWER 17138

HATTIESBURG, MISSISSIPPI 39404-7138

TAX IDENTIFICATION
NO. 47-1234614TELEPHONE
601.264.3314**Date:12/29/2017**City of Hattiesburg
Department of Public Services
P.O. Box 1898
Hattiesburg, MS 39403-1898

Legal Service Rendered:

Invoice #: 706**Vendor No.**

COMSWIP Sewer Project

Professional Services

Date	Details	Hours	Rate	Amount
11/10/2017	CMH Site 4 - Review of title work; research name and address of registered agent for Madison Place Homeowner's Association	0.30	\$150.00	\$45.00
11/10/2017	JHP Work on Madison Place Homeowners Association contact and FMVO; conference with Chris on title question	0.80	\$150.00	\$120.00
11/14/2017	JHP Meeting at Shows, Dearman and Waits on Site 5 with landowners; prepare for meeting	1.60	\$150.00	\$240.00
12/01/2017	JHP Preparation and filing of Statement of Values	0.70	\$150.00	\$105.00
12/04/2017	JHP Completion of documents needed for bench trial; email to Stan Lightsey, etc.	2.30	\$150.00	\$345.00
12/05/2017	JHP Redraft of Judgment to deal with issue of legal interest to prepare for court	1.00	\$150.00	\$150.00
12/06/2017	JHP Court appearance for Bench trial and conference with Clerk; delivery of Judgment to clerk's office; correspondence to Randy Pope, et al as status on all projects	3.60	\$150.00	\$540.00
12/07/2017	JHP Email to Lamar Rutland	0.30	\$150.00	\$45.00
12/12/2017	JHP Receive and review of revised legal description and survey on Hester parcel; email to Stan Lightsey for new waiver valuation	0.70	\$150.00	\$105.00
12/20/2017	JHP Conference with Chris and review of recorded liens and judgments on Jackson parcel, etc.	0.80	\$150.00	\$120.00

12/21/2017	JHP	Draft e-mails to and from Randy Pope, Kyle Wallace, and Sharon Waits	0.70	\$150.00	\$105.00
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For professional services rendered			12.80		\$1,920.00
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Additional Charges

Date		Details	Quantity	Rate	Amount
09/22/2017	CMH	Forrest County Circuit Clerk - Filing Fee	1	\$160.00	\$160.00
10/10/2017	CMH	Copies	11	\$0.25	\$2.75
10/10/2017	CMH	Postage	1	\$2.80	\$2.80
10/31/2017	JHP	Copies	6	\$0.25	\$1.50
10/31/2017	JHP	Postage	1	\$10.26	\$10.26
11/17/2017	JHP	Postage	1	\$7.50	\$7.50
12/08/2017	CMH	Court testimony on City of Hattiesburg v. Dryden, et al	1	\$300.00	\$300.00

Total additional charges					\$484.81
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Invoice Amount	\$2,404.81
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CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

January 2, 2018
Project No: 1273-S010
Invoice No: 20022

Project Manager John Weeks

Project 1273-S010 ComSWIP Sewer Phase VIII - Camp St. Area

Professional Services from November 25, 2017 to December 23, 2017

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Simmons, Skyler	54.50	90.00	4,905.00	
Sullivan, Richard	17.50	105.00	1,837.50	
CAD TECHNICIAN II				
Trahan, Beau	44.50	90.00	4,005.00	
PROJECT ENGINEER				
Weeks, John	28.50	175.00	4,987.50	
Totals	145.00		15,735.00	
Total Labor				15,735.00
		Total this Invoice		\$15,735.00

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



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

January 4, 2018
Project No: 1273-W013.001
Invoice No: 20050

Project Manager Kyle Wallace

Project 1273-W013.001 COMSWIP Water Phase V - I59 Crossing - Construction Phase

Professional Services from November 25, 2017 to December 23, 2017

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount	
SR. RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	69.00	85.00	5,865.00	
Tingle, William	22.00	95.00	2,090.00	
PROJECT ENGINEER				
Sellers, Bennie	22.00	150.00	3,300.00	
Wallace, Kyle	28.00	175.00	4,900.00	
Totals	141.00		16,155.00	
Total Labor				16,155.00
		Total this Phase		\$16,155.00
		Total this Invoice		\$16,155.00

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



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

January 4, 2018
Project No: 1273-S012
Invoice No: 20053

Project Manager Kyle Wallace

Project 1273-S012 COMSWIP Sewer Improv. Phase XII

Professional Services from November 25, 2017 to December 23, 2017

Professional Personnel

	Hours	Rate	Amount
CADD TECHNICIAN I			
Sullivan, Richard	1.50	105.00	157.50
FIELD CREW			
Crew, Field	3.00	175.00	525.00
PROJECT ENGINEER			
Wallace, Kyle	5.50	175.00	962.50
Totals	10.00		1,645.00
Total Labor			1,645.00
Total this Invoice			\$1,645.00

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



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

January 4, 2018
Project No: 1273-S005
Invoice No: 20054

Project Manager Kyle Wallace

Project 1273-S005 ComSWIP Sewer Phase V

Professional Services from November 25, 2017 to December 23, 2017

Phase CM Phase V - Construction Phase Services

Professional Personnel

	Hours	Rate	Amount
CONSTRUCTION OBSERVER			
Jackson, Terry	55.00	85.00	4,675.00
Tingle, William	22.00	95.00	2,090.00
GRADUATE ENGINEER			
Riley, Ivy	1.00	105.00	105.00
PROJECT ENGINEER			
Sellers, Bennie	8.50	150.00	1,275.00
Wallace, Kyle	7.00	175.00	1,225.00
Totals	93.50		9,370.00
Total Labor			9,370.00
		Total this Phase	\$9,370.00
		Total this Invoice	\$9,370.00

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

LR

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

- (1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
- (2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Series 2016 Project Fund Construction Account.
- (3) Each of the items was reasonable and necessary in connection with the “Construction Project” being financed pursuant to the Loan Agreement dated as of August 18, 2016 (the “Loan Agreement”).
- (4) The payment herein authorized and approved is a proper charge against the Series 2016 Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

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

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. 14 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated August 18, 2016. After discussion of the subject, Council Member George offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 14 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on August 18, 2016 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$25,000,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of August 18, 2016, by and between the Mississippi Development Bank and the City (the "Loan Agreement").

Whereas, the City Council of the City now finds it necessary to approve Requisition No. 14 from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$51,399.81** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. 14 from the Project Fund Construction Account under the Loan in the total aggregate amount of **Fifty-One Thousand Three Hundred Ninety-nine and 81/100 dollars (\$51,399.81)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Regions Bank, as Trustee to disburse funds of Requisition No.14 in the total aggregate amount of **Fifty-One Thousand Three Hundred Ninety-nine and 81/100 dollars (\$51,399.81)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS: George
Carroll
Brown

NAYS: None

ABSENT:

ABSTAIN: Delgado

RECUSE: Dryden

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 16th day of January, 2018.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day of January, 2018.

ATTEST:

APPROVED:


CITY CLERK


MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: \$25,000,000.00 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Series 2016 Bonds") secured by \$25,000,000.00 Taxable Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated August 18, 2016 (the "Series 2016 Note").

TO: Regions Bank
400 West Capitol, 7th Floor
Little Rock, AR 72201
ATTN: Corporate Trust Department

REQUISITION NO.: 14

DATE OF REQUISITION: 1/16/2018

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7295.70	\$ 4,375.00	20020	Water Plant #1 Rehabilitation Period: 10/22/17 - 11/30/17 MB 2017-81 SDW #1273-W015
2	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.72	\$ 1,715.00	20021	Sewer Improvements Phase X - Quinn St. Area Period: 11/25/17 - 12/23/17 MB 2011-4/89-110 SDW #1273-S011
3	Pittman Law Firm P O Drawer 17138 Hattiesburg, MS 39404-8138	093695.7220.54	\$ 2,404.81	706	Sewer Improvements Ph V Period: 11/25/17 - 12/23/17 MB 2011-4/89-110 SDW Project# 1273-S005
4	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.70	\$ 15,735.00	20022	Sewer Improvements Ph VIII - Camp St. Area Period: 11/25/17 - 12/23/17 MB 2011-4/89-110 SDW #1273-S010
5	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.62	\$ 16,155.00	20050	Water Ph V Period: 11/25/17 - 12/23/17 MB 2011-4/89-110

6	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.51	\$	1,645.00	20053	SDW # 1273-W013 Sewer Improvements Ph XII Period: 11/25/17 - 12/23/17 MB 2011-4/89-110 SDW #1273-S012
7	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.54	\$	9,370.00	20054	Sewer Improvements Ph V Period: 11/25/17 - 12/23/17 MB 2011-4/89-110 SDW Project# 1273-S005

\$ 51,399.81



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

January 2, 2018
Project No: 1273-W015
Invoice No: 20020

Project Manager John Weeks
Project 1273-W015 Water Plant #1 Rehabilitation
Professional Services from November 25, 2017 to December 23, 2017

Phase DD Design Phase Services
Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Connolly, Nicholas	25.00	175.00	4,375.00	
Totals	25.00		4,375.00	
Total Labor				4,375.00
		Total this Phase		\$4,375.00
		Total this Invoice		\$4,375.00

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



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

January 2, 2018
Project No: 1273-S011
Invoice No: 20021

Project Manager John Weeks

Project 1273-S011 ComSWIP Sewer Phase X - Quinn St. Area
Professional Services from November 25, 2017 to December 23, 2017

Professional Personnel

	Hours	Rate	Amount	
Connolly, Nicholas	8.00	175.00	1,400.00	
CADD TECHNICIAN I				
Sullivan, Richard	3.00	105.00	315.00	
Totals	11.00		1,715.00	
Total Labor				1,715.00
		Total this Invoice		\$1,715.00

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

PITTMAN LAW FIRM*A PROFESSIONAL ASSOCIATION**ATTORNEYS AT LAW*

POST OFFICE DRAWER 17138

HATTIESBURG, MISSISSIPPI 39404-7138

TAX IDENTIFICATION
NO. 47-1234614TELEPHONE
601.264.3314**Date: 12/29/2017**City of Hattiesburg
Department of Public Services
P.O. Box 1898
Hattiesburg, MS 39403-1898

Legal Service Rendered:

Invoice #: 706**Vendor No.**

COMSWIP Sewer Project

Professional Services

Date	Details	Hours	Rate	Amount
11/10/2017	CMH Site 4 - Review of title work; research name and address of registered agent for Madison Place Homeowner's Association	0.30	\$150.00	\$45.00
11/10/2017	JHP Work on Madison Place Homeowners Association contact and FMVO; conference with Chris on title question	0.80	\$150.00	\$120.00
11/14/2017	JHP Meeting at Shows, Dearman and Waits on Site 5 with landowners; prepare for meeting	1.60	\$150.00	\$240.00
12/01/2017	JHP Preparation and filing of Statement of Values	0.70	\$150.00	\$105.00
12/04/2017	JHP Completion of documents needed for bench trial; email to Stan Lightsey, etc.	2.30	\$150.00	\$345.00
12/05/2017	JHP Redraft of Judgment to deal with issue of legal interest to prepare for court	1.00	\$150.00	\$150.00
12/06/2017	JHP Court appearance for Bench trial and conference with Clerk; delivery of Judgment to clerk's office; correspondence to Randy Pope, et al as status on all projects	3.60	\$150.00	\$540.00
12/07/2017	JHP Email to Lamar Rutland	0.30	\$150.00	\$45.00
12/12/2017	JHP Receive and review of revised legal description and survey on Hester parcel; email to Stan Lightsey for new waiver valuation	0.70	\$150.00	\$105.00
12/20/2017	JHP Conference with Chris and review of recorded liens and judgments on Jackson parcel, etc.	0.80	\$150.00	\$120.00

12/21/2017	JHP	Draft e-mails to and from Randy Pope, Kyle Wallace, and Sharon Waits	0.70	\$150.00	\$105.00
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For professional services rendered		<u>12.80</u>	<u>\$1,920.00</u>
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Additional Charges

Date		Details	Quantity	Rate	Amount
09/22/2017	CMH	Forrest County Circuit Clerk - Filing Fee	1	\$160.00	\$160.00
10/10/2017	CMH	Copies	11	\$0.25	\$2.75
10/10/2017	CMH	Postage	1	\$2.80	\$2.80
10/31/2017	JHP	Copies	6	\$0.25	\$1.50
10/31/2017	JHP	Postage	1	\$10.26	\$10.26
11/17/2017	JHP	Postage	1	\$7.50	\$7.50
12/08/2017	CMH	Court testimony on City of Hattiesburg v. Dryden, et al	1	\$300.00	\$300.00

Total additional charges		<u>\$484.81</u>
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Invoice Amount	<u>\$2,404.81</u>
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CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

January 2, 2018
Project No: 1273-S010
Invoice No: 20022

Project Manager John Weeks

Project 1273-S010 ComSWIP Sewer Phase VIII - Camp St. Area

Professional Services from November 25, 2017 to December 23, 2017

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Simmons, Skyler	54.50	90.00	4,905.00	
Sullivan, Richard	17.50	105.00	1,837.50	
CAD TECHNICIAN II				
Trahan, Beau	44.50	90.00	4,005.00	
PROJECT ENGINEER				
Weeks, John	28.50	175.00	4,987.50	
Totals	145.00		15,735.00	
Total Labor				15,735.00
		Total this Invoice		\$15,735.00

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

LR



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

January 4, 2018
Project No: 1273-W013.001
Invoice No: 20050

Project Manager Kyle Wallace

Project 1273-W013.001 COMSWIP Water Phase V - I59 Crossing - Construction Phase

Professional Services from November 25, 2017 to December 23, 2017

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount	
SR. RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	69.00	85.00	5,865.00	
Tingle, William	22.00	95.00	2,090.00	
PROJECT ENGINEER				
Sellers, Bennie	22.00	150.00	3,300.00	
Wallace, Kyle	28.00	175.00	4,900.00	
Totals	141.00		16,155.00	
Total Labor				16,155.00
		Total this Phase		\$16,155.00
		Total this Invoice		\$16,155.00

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



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

January 4, 2018
Project No: 1273-S012
Invoice No: 20053

Project Manager Kyle Wallace

Project 1273-S012 COMSWIP Sewer Improv. Phase XII

Professional Services from November 25, 2017 to December 23, 2017

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Sullivan, Richard	1.50	105.00	157.50	
FIELD CREW				
Crew, Field	3.00	175.00	525.00	
PROJECT ENGINEER				
Wallace, Kyle	5.50	175.00	962.50	
Totals	10.00		1,645.00	1,645.00
Total Labor				
		Total this Invoice		\$1,645.00

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



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

January 4, 2018
Project No: 1273-S005
Invoice No: 20054

Project Manager Kyle Wallace

Project 1273-S005 ComSWIP Sewer Phase V

Professional Services from November 25, 2017 to December 23, 2017

Phase CM Phase V - Construction Phase Services

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Jackson, Terry	55.00	85.00	4,675.00	
Tingle, William	22.00	95.00	2,090.00	
GRADUATE ENGINEER				
Riley, Ivy	1.00	105.00	105.00	
PROJECT ENGINEER				
Sellers, Bennie	8.50	150.00	1,275.00	
Wallace, Kyle	7.00	175.00	1,225.00	
Totals	93.50		9,370.00	
Total Labor				9,370.00
		Total this Phase		\$9,370.00
		Total this Invoice		\$9,370.00

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

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

- (1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
- (2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Series 2016 Project Fund Construction Account.
- (3) Each of the items was reasonable and necessary in connection with the “Construction Project” being financed pursuant to the Loan Agreement dated as of August 18, 2016 (the “Loan Agreement”).
- (4) The payment herein authorized and approved is a proper charge against the Series 2016 Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

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

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer



City of Hattiesburg, MS

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

Master

File Number: 2018-138

File ID: 2018-138

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 01/08/2018

Brief Title: Amendment #5 to 2-6-01 license agreement with AT&T.

Final Action: 01/16/2018

Minute Book Number: MB2018-12

Title:

Authorize the Mayor to execute in quadruplicate Amendment #5 to 2-6-01 license agreement between the City of Hattiesburg and AT&T, allowing that equipment be added, modified and/or replaced at a cell tower located on water tank at the University of Southern Mississippi.

Notes:

Agenda Date: 01/16/2018

Indexes:

Agenda Number: V.-4

Sponsors:

Enactment Date:

Attachments: Fifth Amendment License Agreement, executed Fifth Amendment License Agreement

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Special Called Meeting	01/16/2018	Authorize				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Authorize the Mayor to execute in quadruplicate Amendment #5 to 2-6-01 license agreement between the City of Hattiesburg and AT&T, allowing that equipment be added, modified and/or replaced at a cell tower located on water tank at the University of Southern Mississippi.

Council President Carroll asked if this is one of the agreements discussed in executive session with the consultant from Atlanta; Mayor Barker responded in the affirmative.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea: 5 Delgado
Carroll
Dryden
George
Brown

1 City Council

01/16/2018

Text of Legislative File 2018-138

Title

Authorize the Mayor to execute in quadruplicate Amendment #5 to 2-6-01 license agreement between the City of Hattiesburg and AT&T, allowing that equipment be added, modified and/or replaced at a cell tower located on water tank at the University of Southern Mississippi.

Summary

Amendment #5 to 2-6-01 license agreement with AT&T.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Cell Site Name: USM
Cell Site Number:
FA Number: 10016698
Market: Gulf Coast (MS)

FIFTH AMENDMENT TO LICENSE AGREEMENT

This Fifth Amendment to License Agreement ("**Fifth Amendment**"), dated as of the latter of the signature dates below is by and between the City of Hattiesburg, Mississippi, with a mailing address of Post Office Box 1898, Hattiesburg, Mississippi 39403-1898 ("**Licensor**"), and New Cingular Wireless PCS LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("**Licensee**").

WHEREAS, Licensor and Licensee, entered into a License Agreement dated February 6, 2001, as amended by that certain First Amendment to License Agreement dated March 14, 2003, that certain Second Amendment to License Agreement dated April 6, 2004, that certain Third Amendment to License Agreement dated October 29, 2010, and that certain Fourth Amendment to License Agreement dated August 30, 2012 (collectively, the "**Agreement**"), whereby Licensor leased to Licensee certain Licensed Premises, therein described, that are a portion of the Property located at 2811 West 4th Street, Hattiesburg, Mississippi 39401; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to permit Licensee to add, modify and/or replace equipment as set forth herein; and

WHEREAS, Licensor and Licensee desire to modify, as set forth herein, the License Fee payable under the Agreement; and

WHEREAS, Exhibit "C-4" to the Agreement shall be deleted and shall be replaced in its entirety by Exhibit "C-5" attached hereto and made a part hereof; and

WHEREAS, Except, as expressly modified herein, the terms and provisions of the Agreement shall remain in full force and effect.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Modifications of License Fee.** Commencing on January 15, 2018, the current annual license fee payable under the Agreement shall be Sixty-Seven Thousand Four Hundred Eighty-One and 76/100 Dollars (\$67,481.76) per year (the "**License Fee**"), prorated for any partial year, and shall continue during the Term.
2. **Equipment Modifications.** At its sole cost and expense, Licensee shall have the right to modify its Antenna Facilities on the Licensed Premises and Licensor consents to this installation and operation of additional equipment, and associated cables (the "**Additional Equipment**") as more completely described on attached Exhibit C-5, which is incorporated herein by this reference. Licensor's execution of this Amendment will

Cell Site Name: USM
Cell Site Number:
FA Number: 10016698
Market: Gulf Coast (MS)

signify Licensor's approval of Exhibit C-5. Exhibit C-5 hereby supplements C-1 to the Agreement.

3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Fifth Amendment, the terms of this Fifth Amendment shall control. Except as expressly set forth in this Fifth Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Fifth Amendment.
4. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings defined in the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK- SIGNATURES TO FOLLOW
ON NEXT PAGE]

Cell Site Name: USM
Cell Site Number:
FA Number: 10016698
Market: Gulf Coast (MS)

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this FIFTH Amendment on the dates set forth below.

LICENSOR:

On Behalf of the City of Hattiesburg, MS

By: _____

Print Name: _____

Title: Mayor

Date: _____

LICENSEE:

By: New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: William Hilyer

Print Name: William Hilyer

Title: Area Manager, Network Engineering

Date: 1/4/18

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

Cell Site Name: USM
Cell Site Number:
FA Number: 10016698
Market: Gulf Coast (MS)

LICENSOR ACKNOWLEDGEMENT

STATE OF _____

CITY OF _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of The City of Hattiesburg, a Mississippi municipality, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____

Cell Site Name: USM
Cell Site Number:
FA Number: 10016698
Market: Gulf Coast (MS)

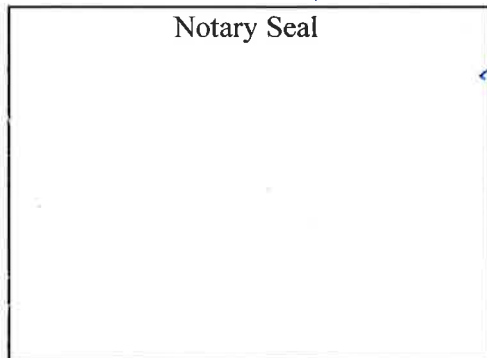
LICENSEE ACKNOWLEDGEMENT

STATE OF Alabama

CITY OF Jefferson

I certify that I know or have satisfactory evidence that William Hilyer is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Area Manager, Network Engineering of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, the Licensee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.

DATED: 11/4/18



(Signature of Notary)

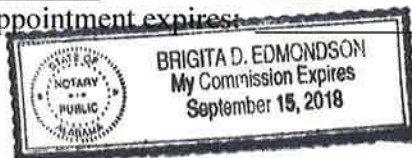
Brigita D Edmondson

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of

AL

My appointment expires:



Cell Site Name: USM
Cell Site Number:
FA Number: 10016698
Market: Gulf Coast (MS)

Exhibit C-5

Licensee's Proposed and Existing Equipment

Three (3) Kathrein 741-989 Panel Antennas
Three (3) CCI HPA-65R-BUU-H6-K Panel Antennas
Three (3) CCI DPA-65R-BUUUU-H8B-K Panel Antennas
Three (3) Powerwave LGP18606 TMAs
Three (3) Ericsson RRUS-11 700
Three (3) Ericsson RRUS-12 + A2 AWS
Three (3) Ericsson RRUS-32 WCS
Three (3) Ericsson RRUS-32 B2 1900
Two (2) DUS 41
Two (2) Raycap Squids
Two (2) 3/8" Fiber Cables
Four (4) 3/4" DC Cables
Six (6) 1-5/8" Coax Cables
Six (6) Kathrein 860-10025 RETs
One (1) RET Control Cable

*No change to existing ground space

Cell Site Name: USM
Cell Site Number:
FA Number: 10016698
Market: Gulf Coast (MS)

FIFTH AMENDMENT TO LICENSE AGREEMENT

This Fifth Amendment to License Agreement ("**Fifth Amendment**"), dated as of the latter of the signature dates below is by and between the City of Hattiesburg, Mississippi, with a mailing address of Post Office Box 1898, Hattiesburg, Mississippi 39403-1898 ("**Licensor**"), and New Cingular Wireless PCS LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("**Licensee**").

WHEREAS, Licensor and Licensee, entered into a License Agreement dated February 6, 2001, as amended by that certain First Amendment to License Agreement dated March 14, 2003, that certain Second Amendment to License Agreement dated April 6, 2004, that certain Third Amendment to License Agreement dated October 29, 2010, and that certain Fourth Amendment to License Agreement dated August 30, 2012 (collectively, the "**Agreement**"), whereby Licensor leased to Licensee certain Licensed Premises, therein described, that are a portion of the Property located at 2811 West 4th Street, Hattiesburg, Mississippi 39401; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to permit Licensee to add, modify and/or replace equipment as set forth herein; and

WHEREAS, Licensor and Licensee desire to modify, as set forth herein, the License Fee payable under the Agreement; and

WHEREAS, Exhibit "C-4" to the Agreement shall be deleted and shall be replaced in its entirety by Exhibit "C-5" attached hereto and made a part hereof; and

WHEREAS, Except, as expressly modified herein, the terms and provisions of the Agreement shall remain in full force and effect.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Modifications of License Fee.** Commencing on January 15, 2018, the current annual license fee payable under the Agreement shall be Sixty-Seven Thousand Four Hundred Eighty-One and 76/100 Dollars (\$67,481.76) per year (the "**License Fee**"), prorated for any partial year, and shall continue during the Term.
2. **Equipment Modifications.** At its sole cost and expense, Licensee shall have the right to modify its Antenna Facilities on the Licensed Premises and Licensor consents to this installation and operation of additional equipment, and associated cables (the "**Additional Equipment**") as more completely described on attached Exhibit C-5, which is incorporated herein by this reference. Licensor's execution of this Amendment will

Cell Site Name: USM
Cell Site Number:
FA Number: 10016698
Market: Gulf Coast (MS)

signify Licensor's approval of Exhibit C-5. Exhibit C-5 hereby supplements C-1 to the Agreement.

3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Fifth Amendment, the terms of this Fifth Amendment shall control. Except as expressly set forth in this Fifth Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Fifth Amendment.
4. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings defined in the Agreement.

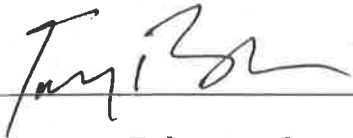
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ON NEXT PAGE]

Cell Site Name: USM
Cell Site Number:
FA Number: 10016698
Market: Gulf Coast (MS)

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this FIFTH Amendment on the dates set forth below.

LICENSOR:

On Behalf of the City of Hattiesburg, MS

By: 

Print Name: Toby Barker

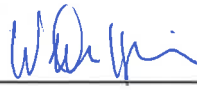
Title: Mayor

Date: 1-16-18

LICENSEE:

By: New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: 

Print Name: William Hilyer

Title: Area Manager, Network Engineering

Date: 1/4/18

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

Cell Site Name: USM
Cell Site Number:
FA Number: 10016698
Market: Gulf Coast (MS)

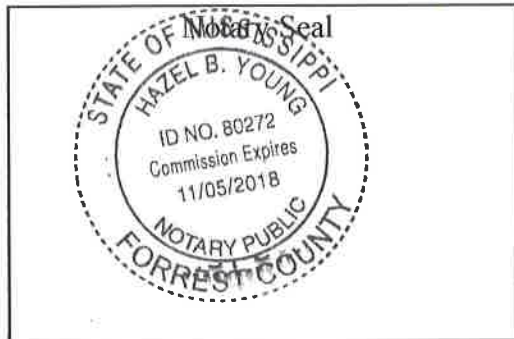
LICENSOR ACKNOWLEDGEMENT

STATE OF MS

CITY OF Hattiesburg

I certify that I know or have satisfactory evidence that Toby Barker is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Mayor of The City of Hattiesburg, a Mississippi municipality, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 1/23/18



Hazel B. Young
(Signature of Notary)
Hazel B. Young
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____

Cell Site Name: USM
Cell Site Number:
FA Number: 10016698
Market: Gulf Coast (MS)

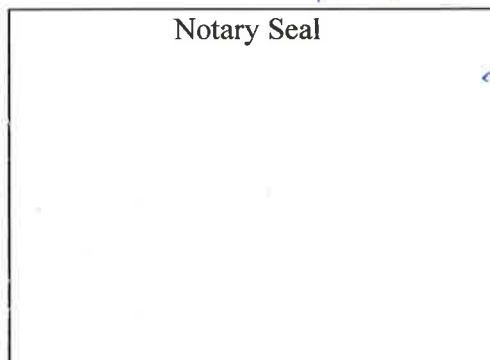
LICENSEE ACKNOWLEDGEMENT

STATE OF Alabama

CITY OF Jefferson

I certify that I know or have satisfactory evidence that William Hilyer is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Area Manager, Network Engineering of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, the Licensee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.

DATED: 11/4/18



(Signature of Notary)

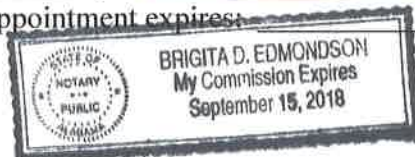
Brigita D Edmondson

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of

AL

My appointment expires:



Cell Site Name: USM
Cell Site Number:
FA Number: 10016698
Market: Gulf Coast (MS)

Exhibit C-5

Licensee's Proposed and Existing Equipment

Three (3) Kathrein 741-989 Panel Antennas
Three (3) CCI HPA-65R-BUU-H6-K Panel Antennas
Three (3) CCI DPA-65R-BUUUU-H8B-K Panel Antennas
Three (3) Powerwave LGP18606 TMAs
Three (3) Ericsson RRUS-11 700
Three (3) Ericsson RRUS-12 + A2 AWS
Three (3) Ericsson RRUS-32 WCS
Three (3) Ericsson RRUS-32 B2 1900
Two (2) DUS 41
Two (2) Raycap Squids
Two (2) 3/8" Fiber Cables
Four (4) 3/4" DC Cables
Six (6) 1-5/8" Coax Cables
Six (6) Kathrein 860-10025 RETs
One (1) RET Control Cable

*No change to existing ground space



City of Hattiesburg, MS

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

Master

File Number: 2018-146

File ID: 2018-146

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 01/09/2018

Brief Title: Authorize Mayor to execute professional services agreement in duplicate with Shows, Dearman and Waits, Inc. for services related to the replacement of the Bridge at the North Entrance to the South Lagoon .

Final Action: 01/16/2018

Minute Book Number: MB2018-12

Title:

Authorize Mayor to execute professional services agreement in duplicate with Shows, Dearman and Waits, Inc. for services related to the replacement of the Bridge at the North Entrance to the South Lagoon .

Notes:

Agenda Date: 01/16/2018

Indexes:

Agenda Number: V.-5

Sponsors:

Enactment Date:

Attachments: SDW Professional Services Agreement, executed
SDW Professional Services Agreement

Enactment Number:

Contact:

Meeting Date: 01/16/2018

Drafter: Kathleen Hartfield

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Special Called Meeting	01/16/2018	Authorize				Pass
	Action Text: A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Authorize Mayor to execute professional services agreement in duplicate with Shows, Dearman and Waits, Inc. for services related to the replacement of the Bridge at the North Entrance to the South Lagoon .						
	There being no discussion, the Motion received the affirmative vote of the Council as follows:						
	Yeas: 5 - George, Delgado, Carroll, Dryden and Brown						
	Nays: 0						

Yea: 5 Delgado
Carroll
Dryden
George
Brown

1 City Council

01/16/2018

Text of Legislative File 2018-146

Title

Authorize Mayor to execute professional services agreement in duplicate with Shows, Dearman and Waits, Inc. for services related to the replacement of the Bridge at the North Entrance to the South Lagoon .

Summary

Authorize Mayor to execute professional services agreement in duplicate with Shows, Dearman and Waits, Inc. for services related to the replacement of the Bridge at the North Entrance to the South Lagoon.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between **City of Hattiesburg** ("Owner") and **Shows, Dearman and Waits, Inc.** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Replacement of the Bridge at the North Entrance to the South Lagoon** ("Project").

Engineer's services under this Agreement are generally identified as follows:

Development of plans, specifications and bid documents for the replacement of the existing bridge at the north entrance to the South Lagoon of the City of Hattiesburg.

Engineer shall provide:

- **Topographic survey of the site,**
- **Geotechnical engineering services,**
- **Construction plans for the bridge using MDOT standards,**
- **Construction specifications and bid documents,**
- **Construction phase services including on-site observer.**

Engineer will not provide:

- **Right of way acquisition services,**
- **Environmental review services (endangered species, cultural resources, and wetlands permitting).**

("Services").

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: **12 months**. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. **Invoices:** Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt. If Owner fails

to make any payment due Engineer for Services, Additional Services, and expenses within 45 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, and the dispute shall be dealt with in accordance with Mississippi Code Annotated Section 31-7-305.

2.02 *Basis of Payment—Lump Sum*

- A. Owner shall pay Engineer for Services as follows:

1. A Lump Sum amount of \$17,500 for Design phase services and \$20,000 for construction phase services for a total of **\$37,500**.
2. In addition to the Lump Sum amount, reimbursement for the following expenses: **None**

- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

- 2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Engineer is hereby bound and the successors, executors, administrators, and legal representatives of Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the Owner and to the successors, executors, administrators, and legal representatives (and said assigns) of said Owner, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.

- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- I. This Agreement is to be governed by the law of the state in which the Project is located.
- J. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Definitions

- B. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- C. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **City of Hattiesburg**

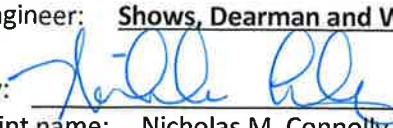
By: _____

Print name: Toby Barker

Title: Mayor

Date Signed: _____

Engineer: **Shows, Dearman and Waits, Inc.**

By:  _____

Print name: Nicholas M. Connolly, PE, PLS

Title: Vice-President

Date Signed: 1/8/2008

Engineer License or Firm's Certificate No. (if required):

E-4

State of: MS

Address for Owner's receipt of notices:

P.O. Box 1898

Hattiesburg, MS 39401

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated _____.

Engineer's Standard Hourly Rates - 2018

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

Senior Engineer	\$175/hour
Project Engineer	\$150/hour
Junior Engineer	\$125/hour
Engineering Intern	\$105/hour
Graduate Engineer	\$105/hour
Senior AutoCad Technician	\$105/hour
AutoCad Technician	\$90/hour
Senior Resident Project Representative	\$95/hour
Resident Project Representative	\$85/hour
Field Crew	\$175/hour
Administrative	\$45/hour

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between City of Hattiesburg ("Owner") and Shows, Dearman and Waits, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Replacement of the Bridge at the North Entrance to the South Lagoon ("Project").

Engineer's services under this Agreement are generally identified as follows:

Development of plans, specifications and bid documents for the replacement of the existing bridge at the north entrance to the South Lagoon of the City of Hattiesburg.

Engineer shall provide:

- **Topographic survey of the site,**
- **Geotechnical engineering services,**
- **Construction plans for the bridge using MDOT standards,**
- **Construction specifications and bid documents,**
- **Construction phase services including on-site observer.**

Engineer will not provide:

- **Right of way acquisition services,**
- **Environmental review services (endangered species, cultural resources, and wetlands permitting).**

("Services").

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: **12 months**. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. **Invoices:** Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt. If Owner fails

to make any payment due Engineer for Services, Additional Services, and expenses within 45 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, and the dispute shall be dealt with in accordance with Mississippi Code Annotated Section 31-7-305.

2.02 *Basis of Payment—Lump Sum*

- A. Owner shall pay Engineer for Services as follows:

1. A Lump Sum amount of \$17,500 for Design phase services and \$20,000 for construction phase services for a total of **\$37,500**.
2. In addition to the Lump Sum amount, reimbursement for the following expenses: **None**

- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

- 2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Engineer is hereby bound and the successors, executors, administrators, and legal representatives of Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the Owner and to the successors, executors, administrators, and legal representatives (and said assigns) of said Owner, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.

- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- I. This Agreement is to be governed by the law of the state in which the Project is located.
- J. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

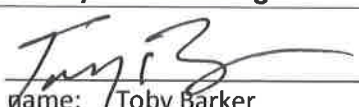
Definitions

- B. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- C. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **City of Hattiesburg**

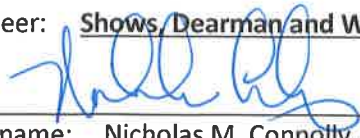
By: 

Print name: Toby Barker

Title: Mayor

Date Signed: 1-16-18

Engineer: **Shows, Dearman and Waits, Inc.**

By: 

Print name: Nicholas M. Connolly, PE, PLS

Title: Vice-President

Date Signed: 1/18/2018

Engineer License or Firm's Certificate No. (if required):

E-4

State of: MS

Address for Owner's receipt of notices:

P.O. Box 1898

Hattiesburg, MS 39401

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated _____.

Engineer's Standard Hourly Rates - 2018

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

Senior Engineer	\$175/hour
Project Engineer	\$150/hour
Junior Engineer	\$125/hour
Engineering Intern	\$105/hour
Graduate Engineer	\$105/hour
Senior AutoCad Technician	\$105/hour
AutoCad Technician	\$90/hour
Senior Resident Project Representative	\$95/hour
Resident Project Representative	\$85/hour
Field Crew	\$175/hour
Administrative	\$45/hour

Appendix 1, Standard Hourly Rates Schedule.

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
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City of Hattiesburg, MS

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

Master

File Number: 2018-144

File ID: 2018-144

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 01/09/2018

Brief Title: Agreement between the City of Hattiesburg and Municode for online services maintaing and updating Code of Ordinances.

Final Action: 01/16/2018

Minute Book Number: MB2018-12

Title:

Authorize Mayor to execute an agreement between the City of Hattiesburg and Municode for online services of publishing and updating Code of Ordinances for the City of Hattiesburg.

Notes:

Agenda Date: 01/16/2018

Indexes:

Agenda Number: V.-6

Sponsors:

Enactment Date:

Attachments: Municode Agreement, executed Municode Agreement

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Special Called Meeting	01/16/2018	Authorize				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Member Brown to Authorize Mayor to execute an agreement between the City of Hattiesburg and Municode for online services of publishing and updating Code of Ordinances for the City of Hattiesburg.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Delgado Carroll Dryden George Brown							

Text of Legislative File 2018-144

Title

Authorize Mayor to execute an agreement between the City of Hattiesburg and Municode for online services of publishing and updating Code of Ordinances for the City of Hattiesburg.

Summary

Agreement between the City of Hattiesburg and Municode to publish and update the Code of Ordinances.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Executive Summary

Republication, Supplementation and MunicodeNEXT:

*Logic: Give your municipality a fresh start. Clean up the pagination, reprint all pages and replace binders and tabs, if needed. Quickly and efficiently transition your code to the most advanced suite of web/mobile services available in the nation: **MunicodeNEXT**.*

First Year Expenses:

Conversion into Municode database & republication	\$4,725¹
Creation of new index	\$1,500
MyMunicode Online Services	\$1,495
Administrative Support Fee.....	\$475
Total.....	\$8,195
Supplementation	\$20 per page

Pricing = Apples to Apples:

We realize that different companies call services by different names. Here are some important considerations to keep in mind when comparing proposals:

- Conversion into Municode database and republication of the code is **\$4,725**;
- Supplement charges - **single column per page rate of \$20**;
- The **online code fee is only \$550** for our basic service or you can upgrade to the MyMunicode package bundle for **only \$1,495!**
- Municode **does not** charge an extra fee for posting supplements online or printing your supplement pages. All of these services are already included in your supplement per page rate.

We will handle 100% of the publishing for you. This includes editing, page composition, proofreading, indexing, and delivering the information as printed or electronic copy. We understand the scope of this project to include a complete republication of your code, continued supplementation, and online hosting of your code. Upon completion of the republication project, supplementation services will commence.

When we republish your code, pages are recomposed to eliminate short pages, pages with blank backs and oddly numbered (point) pages. Following the re-composition, the entire code is reprinted and supplement number designations start over with supplement No. 1.

The process includes:

- Conversion to our database;
- Removal of supplement numbers;
- Updating of preliminary pages (title page, officials' page, and preface);
- New page numbers;
- Editing & proofreading;
- 10-point font, single column (unless otherwise instructed);
- Incorporation of maps, diagrams, charts and tables;
- Updating the index;
- Proofs provided for your review;
- Posting your newly republished code on MunicodeNEXT;
- Printing 5 new copies with binders and tabs.

The process does not include:

- Reorganizing the structure of your code;
- Review by an attorney;
- Substantive editing or changes to the text.

¹ Please see page 4 for additional pricing details.

Quotation Sheet

Conversion and Republication

\$4,725²

(Project excludes Land Development Code)

- ☒ Inclusion of adopted legislation, Ordinances Nos. 2746 - 3216
- ☒ Conversion of code to Municode database
- ☒ Removal of supplement numbers
- ☒ Updating of preliminary pages (title page, officials' page, and preface)
- ☒ New page numbers
- ☒ Creation of a consistent style
- ☒ 5 printed copies of the new code with binders and tabs

Binder Color: ☒ Semi-Bright Black ☐ Dark Blue ☐ Hunter Green ☐ Burgundy
Binder Stamping Color: ☒ Gold ☐ Silver ☐ White

Additional elections to project:

- ☒ Creation of new index for print copies \$1,500
- ☐ Optional legal review of the code \$4,700

Supplement service base page rate³

Page Format	Base Page Rate
Single Column	\$20 per page

Base page rate above includes:

- ☒ Acknowledgement of material
- ☒ Data conversion, as necessary
- ☒ Editorial work and proofreading
- ☒ Updating the index
- ☒ Schedule as selected by you⁴
- ☒ Updating electronic versions⁵ and online code
- ☒ Printing 5 copies

Base page rate above excludes:

- ☒ Freight, pre-billed Actual freight
- ☒ State sales tax If applicable
- ☒ Graphics⁶ & tabular⁷ matter, per graphic or table \$10
- ☒ Administrative Support Fee \$475
- ☒ Code on internet Selections on page 5

Electronic media options for Code of Ordinances (sent via download)⁸

- ☐ Folio Bound Views \$295 initially then \$100 per update
- ☐ WORD (DOCX) \$150 initially then \$75 per update
- ☐ Adobe PDF of the code \$150 initially then \$75 per update
- ☐ Adobe PDF of each supplement \$150 initially then \$75 per update

Payment for Supplements and Additional Services: Invoices will be submitted upon shipment of project(s).⁹

² Provided Municode can rely upon the version of the code furnished and it is in an editable, electronic format. Conversion will take approximately 12 weeks upon receipt of all required materials.

³ Prices quoted in this section may be increased annually in accordance with the Producer Price Index – Bureau of Labor Statistics.

⁴ Schedule for supplements can be weekly, bi-weekly, monthly, bi-monthly, quarterly, tri-annual, semi-annual, annual or upon authorization. Electronic updates can occur more frequently than printed supplements.

⁵ We do not charge a per page rate for updating the internet, however a handling fee is charged for PDF, Word, Folio or additional electronic media items ordered.

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⁹ Invoices remit within 45 days.

Online Services Quotation Sheet

Please check the appropriate box(es) to indicate your selection. To learn more about our online services, you can participate in one of our free webinars [here](#) or view a pre-recorded version of the webinar [here](#).

Value Pricing:

- ☒ **MyMunicode¹⁰ includes:** **\$1,495 annually¹¹**
MunicodeNEXT (Online Code), OrdBank, CodeBank, CodeBank Compare + eNotify¹², MuniPRO,
 and Custom Banner

A la carte pricing:

In lieu of purchasing the above package, online services can be purchased a la carte at the following rates:

- | | |
|--|--------------|
| ☐ Online Code = <u>MunicodeNEXT</u> (annually) | \$550 |
| Collapsible TOC (Frameless Version); Mobile friendly site; In-line images & PDF's; Social Media sharing; Scrolling tables & charts; Narrow, Pinpoint & Advanced Searching; Search by Relevance or Document order, Multiple facets added to narrow search parameters, Previous and Hit buttons, Persistent breadcrumb trail, Save as WORD (DOCX); Hide the TOC; Print & Email; Internal Linking within the code; Static Linking/Bookmarking; Server Stability & Disaster Recovery Plan; Phone & Web support; Co-server backup location in Atlanta, GA | |
| ☐ <u>CodeBank</u> (annually) | \$150 |
| ☐ <u>CodeBank Compare</u> + <u>eNotify¹³</u> (annually) | \$250 |
| ☐ <u>MuniPRO Service</u> (annually) | \$295 |
| ☐ <u>Custom Banner</u> (onetime fee) | \$250 |

MuniDocs – only select one option below for MuniDocs.

- | | |
|--|---------------|
| ☐ MuniDocs (up to 25 documents per year updated quarterly) | \$350 |
| ☐ MuniDocs (up to 100 documents per year updated quarterly) | \$750 |
| o Additional documents, each with either option | \$7.50 |

(If MuniDocs is elected, please circle the list of categorized and dated documents to be posted)

Minutes - Council Minutes - Committee Minutes – Agendas – Resolutions – Budgets - Other_____

ORDINANCES PENDING CODIFICATION

Option 1) OrdBank

- | | |
|--|--------------|
| ☐ Per ordinance fee | \$35 |
| ☐ Flat annual fee (recommended if MyMunicode is not selected) | \$475 |

Option 2) OrdBank + OrdLink

- | | |
|--|--------------|
| ☐ Per ordinance fee | \$60 |
| ☐ Flat annual fee (recommended if MyMunicode is not selected) | \$575 |

Municode does not charge an extra fee to update the Internet – this is included in your supplement rate.

¹⁰ Municode does not charge a per page rate for updating the online code (Internet). Your per page supplement rate for the codification of new legislation is not affected by selecting our budget friendly and feature enriched MyMunicode bundle package.

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municode

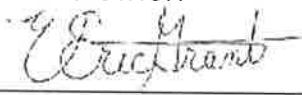
Municipal Code Corporation | P.O. Box 2235 Tallahassee, FL 32316
info@municode.com | 800.262.2633
www.municode.com

This proposal shall be valid for a period of ninety (90) days from the date appearing below unless signed and authorized by Municode and the Client.

Term of Agreement. This Agreement shall begin upon execution of this Agreement and end four years after the publication date of the new code. Thereafter, the supplement contract can be renewed for an additional year via a formal addendum approved by both parties. Either party may cancel or change this agreement with sixty (60) days written notice.

Submitted by:

MUNICIPAL CODE CORPORATION

Municode Officer: 

Title: President

Date: December 15, 2017

Accepted by:

CITY OF HATTIESBURG, MISSISSIPPI

By: _____

Title: _____

Date: _____

Executive Summary

Republication, Supplementation and MunicodeNEXT:

*Logic: Give your municipality a fresh start. Clean up the pagination, reprint all pages and replace binders and tabs, if needed. Quickly and efficiently transition your code to the most advanced suite of web/mobile services available in the nation: **MunicodeNEXT**.*

First Year Expenses:

✎ Conversion into Municode database & republication.	\$4,725¹
✎ Creation of new index	\$1,500
✎ MyMunicode Online Services	\$1,495
✎ Administrative Support Fee.....	\$475
Total.....	\$8,195
✎ Supplementation	\$20 per page

Pricing = Apples to Apples:

We realize that different companies call services by different names. Here are some important considerations to keep in mind when comparing proposals:

- ✎ Conversion into Municode database and republication of the code is **\$4,725**;
- ✎ Supplement charges - **single column per page rate of \$20**;
- ✎ The **online code fee is only \$550** for our basic service or you can upgrade to the MyMunicode package bundle for **only \$1,495!**
- ✎ Municode **does not** charge an extra fee for posting supplements online or printing your supplement pages. All of these services are already included in your supplement per page rate.

We will handle 100% of the publishing for you. This includes editing, page composition, proofreading, indexing, and delivering the information as printed or electronic copy. We understand the scope of this project to include a complete republication of your code, continued supplementation, and online hosting of your code. Upon completion of the republication project, supplementation services will commence.

When we republish your code, pages are recomposed to eliminate short pages, pages with blank backs and oddly numbered (point) pages. Following the re-composition, the entire code is reprinted and supplement number designations start over with supplement No. 1.

The process includes:

- ✎ Conversion to our database;
- ✎ Removal of supplement numbers;
- ✎ Updating of preliminary pages (title page, officials' page, and preface);
- ✎ New page numbers;
- ✎ Editing & proofreading;
- ✎ 10-point font, single column (unless otherwise instructed);
- ✎ Incorporation of maps, diagrams, charts and tables;
- ✎ Updating the index;
- ✎ Proofs provided for your review;
- ✎ Posting your newly republished code on MunicodeNEXT;
- ✎ Printing 5 new copies with binders and tabs.

The process does not include:

- ✎ Reorganizing the structure of your code;
- ✎ Review by an attorney;
- ✎ Substantive editing or changes to the text.

¹ Please see page 4 for additional pricing details.

Quotation Sheet

Conversion and Republication

\$4,725²

(Project excludes Land Development Code)

- ☒ Inclusion of adopted legislation, Ordinances Nos. 2746 - 3216
- ☒ Conversion of code to Municode database
- ☒ Removal of supplement numbers
- ☒ Updating of preliminary pages (title page, officials' page, and preface)
- ☒ New page numbers
- ☒ Creation of a consistent style
- ☒ 5 printed copies of the new code with binders and tabs

Binder Color:

- ☒ Semi-Bright Black ☐ Dark Blue ☐ Hunter Green ☐ Burgundy
☒ Gold ☐ Silver ☐ White

Binder Stamping Color:

Additional elections to project:

- ☒ Creation of new index for print copies \$1,500
☐ Optional legal review of the code \$4,700

Supplement service base page rate³

Page Format	Base Page Rate
Single Column	\$20 per page

Base page rate above includes:

- ☒ Acknowledgement of material
- ☒ Data conversion, as necessary
- ☒ Editorial work and proofreading
- ☒ Updating the index
- ☒ Schedule as selected by you⁴
- ☒ Updating electronic versions⁵ and online code
- ☒ Printing 5 copies

Base page rate above excludes:

- ☒ Freight, pre-billed Actual freight
- ☒ State sales tax If applicable
- ☒ Graphics⁶ & tabular⁷ matter, per graphic or table \$10
- ☒ Administrative Support Fee \$475
- ☒ Code on internet Selections on page 5

Electronic media options for Code of Ordinances (sent via download)⁸

- | | |
|---|---------------------------------------|
| ☐ Folio Bound Views | \$295 initially then \$100 per update |
| ☐ WORD (DOCX) | \$150 initially then \$75 per update |
| ☐ Adobe PDF of the code | \$150 initially then \$75 per update |
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municode

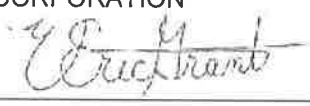
Municipal Code Corporation | P.O. Box 2235 Tallahassee, FL 32316
info@municode.com | 800.262.2633
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Submitted by:

MUNICIPAL CODE CORPORATION

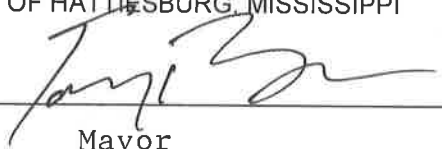
Municode Officer: 

Title: President

Date: December 15, 2017

Accepted by:

CITY OF HATTIESBURG, MISSISSIPPI

By: 

Title: Mayor

Date: 1-16-18



City of Hattiesburg, MS

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

Master

File Number: 2018-145

File ID: 2018-145

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Ann Jones

File Created: 01/09/2018

Brief Title: Agreement with Hattiesburg Arts Council to provide art programs 10-1-17 through 9-30-18.

Final Action: 01/16/2018

Minute Book Number: MB2018-13

Title:

Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation and Hattiesburg Arts Council to provide art cultural programs for children and cultural opportunities for adults, seniors, and persons with disabilities for Hattiesburg residents from October 1, 2017, through September 30, 2018. (Nunc Pro Tunc)

Notes:

Agenda Date: 01/16/2018

Indexes:

Agenda Number: V.-7

Sponsors:

Enactment Date:

Attachments: Hattiesburg Civic Arts Council Contract 2018, Contract Attachments, Hattiesburg American Building Exhibit B, executed Hattiesburg Civic Arts Council Contract 2018

Enactment Number:

Contact:

Meeting Date: 01/16/2018

Drafter: Ann Jones

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Special Called Meeting	01/16/2018	Authorize				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Delgado to Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation and Hattiesburg Arts Council to provide art cultural programs for children and cultural opportunities for adults, seniors, and persons with disabilities for Hattiesburg residents from October 1, 2017, through September 30, 2018. (Nunc Pro Tunc)

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea: 5 Delgado
Carroll
Dryden
George
Brown

1 City Council

01/16/2018

Text of Legislative File 2018-145

Title

Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation and Hattiesburg Arts Council to provide art cultural programs for children and cultural opportunities for adults, seniors, and persons with disabilities for Hattiesburg residents from October 1, 2017, through September 30, 2018. (Nunc Pro Tunc)

Summary

Agreement with Hattiesburg Arts Council to provide art programs 10-1-17 through 9-30-18.

Budget Information

002315.6049

Expenditure Type

Regular Budget Item

Purchasing Item

Publication Information

STATE OF MISSISSIPPI

COUNTY OF FORREST

AGREEMENT

WHEREAS, the **Hattiesburg Arts Council**, formerly the **Hattiesburg Civic Arts Council**, hereinafter referred to as “**Council**” and the **City of Hattiesburg, Mississippi**, a municipal corporation, hereinafter referred to as “**City**”, has entered into discussion with view of **Council** providing art for children programs and art and cultural opportunities for adults, seniors, and persons with disabilities in the Hattiesburg area, and the parties hereto desire to reduce to writing their agreement of understanding with a properly executed copy of Agreement provided to each party.

Council and **City** do hereby agree and obligate themselves as follows, to-wit:

I.

Council will provide art for children and art and cultural opportunities for adults, seniors, and persons with disabilities program for residents of the Hattiesburg area, for a period beginning on the **1st day of October 2017** and termination on the **30th day of September 2018**. **Council** shall be responsible for operation of the art program including, but not limited to organization, obtaining instructors, supplies, and other related duties and responsibilities. See Program Synopsis attachment.

II.

City shall be responsible for providing space for this art program at the Hattiesburg Recreation Center, the C.E. Roy Center, and other venues as available, and providing to the **Council** an amount not to exceed **Twenty Thousand Seven Hundred Sixty Dollars (\$20,760.00)**, for the purpose of defraying a portion of the expenses incurred by the Council for the conduct of this program. The appropriate expenditure reports shall be completed and filed with the **City Clerk** by October 31, 2018.

III.

Council does hereby obligate itself to comply with the policies of the **City** that all recreation programs shall be open to all citizens of the Hattiesburg area regardless of his/her ability to pay any fees charged for participation in said programs. **Council** does further obligate itself, in the event availability of the program is limited due to the number of applicants, city residents must receive priority for acceptance in the program.

IV.

It is understood by and between parties that this Agreement may be terminated by either party for any reason upon thirty (30) days written notice of their intention to terminate this Agreement.

V.

City shall take possession of the old Hattiesburg American Building located at 825 North Main Street. City and Council agree to collaborate about future development of an art center for the purpose of providing cultural opportunities for Hattiesburg area residents. City shall pay utilities, provide insurance and seek funding for renovations to the building. Council shall, at its own expense, renovate space designated/shade in blue and yellow of Exhibit "B" for use as an office and space for other activities. Any renovations done in this area by the Arts Council shall be approved in advance by the City and such renovations shall become a part of the Property. Council shall use its staff, experience and expertise to develop a community art center in the approved area. Council may provide tours and host fundraising events for itself on mutually agreed upon dates where City staff is necessary for the execution of the event. Nothing in the agreement shall restrict the City from leasing portions of the property, giving tours, hosting events or renting space for events.

WITNESS OUR SIGNATURES, on duplicate originals, on this, the _____ day of

_____, A.D., _____.

HATTIESBURG ARTS COUNCIL
(formerly the – HATTIESBURG CIVIC
ARTS COUNCIL)

Rebekah Stark Johnson, DIRECTOR

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

ATTEST:

CITY CLERK

(S E A L)

CITY OF HATTIESBURG
MAINTENANCE POLICY

Includes:

1. Mow on regular basis
2. Clean restrooms and facility area
3. Wash bleachers, as needed
4. Line fields
5. Fill low/soft sports

The City of Hattiesburg reserves the right to increase or decrease the amount and/or type of maintenance.

NOTE: Fields and restrooms must be left in a presentable condition (litter control) after use of fields by contracted organizations. Special attention should be noticed when City Maintenance Department is not working the day after scheduled games.

Maintenance Agreement for all tournaments will be negotiated.

The decision to call games is a joint decision, however, the City reserves the right to call any game(s) for safety reasons or to prevent damage to the field(s).

The Administration section of the Recreation Department manages the contracts.

AGREEMENT
ATTACHMENT II

CITY OF HATTIESBURG

CITY POLICIES

- a. General Public Use of Facility Policy
- b. Nondiscrimination Policy
- c. Liability Policy
- d. National Standards for Youth Sports Policy
- e. Coach Certification Review Policy
- f. Sports Participation Policy

AGREEMENT
ATTACHMENT IIa

CITY OF HATTIESBURG

GENERAL PUBLIC USE OF FACILITY POLICY

Facilities under lease, owned by the City of Hattiesburg, were funded by the citizens of Hattiesburg. The City does reserve the right to make its facilities for other functions when not in use by organizations leasing City facilities.

AGREEMENT
ATTACHMENT IIb

CITY OF HATTIESBURG

NONDISCRIMINATION POLICY

The City of Hattiesburg does not discriminate on the basis of Color, Race, Creed, National Origin, Sex, or Religion nor on the basis of disabling conditions in the admission or access to services provided through its programs and activities.

AGREEMENT
ATTACHMENT IIc

CITY OF HATTIESBURG

LIABILITY POLICY

There are inherent risks and recognized hazards associated with participation in sports and recreational activities. By participating in these programs, the participant assumes those risks and liabilities. The City of Hattiesburg assumes no liability nor does it afford medical coverage for injuries caused by participation of individuals, groups, teams, etc. in sports and recreational programs. Organizations shall maintain a minimum of \$500,000.00 general liability insurance and list the City of Hattiesburg as a certificate holder.

AGREEMENT
ATTACHMENT II

CITY OF HATTIESBURG

NATIONAL STANDARDS FOR YOUTH SPORTS POLICY

These standards are endorsed and supported by
26 National Agencies and Organizations

STANDARD #1 – PROPER SPORTS ENVIRONMENT

Parents must consider and carefully choose the proper environment for their child, including the appropriate age and development for participation, the type of sport, the rules in the sport, the age range of the participants, and the proper level of physical and emotional stress.

STANDARD #2 – PROGRAMS BASED ON THE WELL-BEING OF CHILDREN

Parents must select youth sports programs that are developed and organized to enhance the emotional, physical, social, and educational well being of children.

STANDARD #3 – DRUG AND ALCOHOL – FREE ENVIRONMENT

Parents must encourage a drug and alcohol-free environment for their children.

STANDARD #4 – PART OF A CHILD'S LIFE

Parents must recognize that youth sports are only a small part of a child's life.

STANDARD # 5 – TRAINING

Parents must insist that coaches are trained and certified.

STANDARD #6 – PARENTS' ACTIVE ROLE

Parents must make a serious effort to take an active role in the youth sports experience of their child providing a positive support as a spectator, coach, and league administrator and/or caring parent.

STANDARD #7 – POSITIVE ROLE MODELS

Parents must be a positive role model exhibiting sportsmanlike behavior at game, practices, and home, while also giving positive reinforcement to their child and support to their child's coaches.

STANDARD #8 – PARENTAL COMMITMENT

Parents must demonstrate their commitment to their child's youth sports experience by annually signing a parental code of ethics.

STANDARD #9 – SAFE-PLAYING SITUATION

Parents must insist on safe-playing facilities, healthful playing situation, and proper first-aid applications, should the need arise.

STANDARD #10 – EQUAL PLAY OPPORTUNITY

Parents, coaches, and league administrators must provide equal sports play opportunity for all youth regardless of race, creed, sex, or economic status of ability.

STANDARD # 11 - DRUG AND ALCOHOL-FREE ADULTS

Parents must be drug and alcohol-free at youth league sporting events.

AGREEMENT
ATTACHMENT IIe

CITY OF HATTIESBURG

COACH REVIEW POLICY

Whereas, the City of Hattiesburg requires completion of a certification program for youth sport coaches whereby the coaches are schooled in the psychology of coaching youth sports, maximizing performance, injury prevention, first aid, and emphasizes a drug and alcohol-free environment for youth sports and recognizes the great influence youth coaches have on our youth.

AGREEMENT
ATTACHMENT IIf

CITY OF HATTIESBURG

YOUTH SPORTS PARTICIPATION POLICY

The Hattiesburg Parks and Recreation Division offers a diversified youth sports program designed to meet the recreational needs of the Hattiesburg area. The City's philosophy is to promote the development of strong character, a good attitude, and a sense of responsibility and citizenship in participants, using a recreation as a vehicle.

This philosophy, as important as it is, must be carried out primarily by volunteers, with support and guidance provided by the Parks and Recreation Division staff, underscoring the importance of recruiting the best volunteers available-people who can apply the City's philosophy for the good of the children involved.

Every sport sponsored by the Parks and Recreation Division is conducted on facilities provided and maintained by the City of Hattiesburg, funded in large part by the citizens of Hattiesburg. This policy necessitates a move toward more participation by every member of recreation league team.

The City feels strongly that the sport programs offered to the children of Hattiesburg should be fun, educational, and developmental; and the only way to teach these values is for the children to participate a substantial amount of time in each competitive event. Every league within the City, without exception, will follow the following guidelines.

In all games, all registered participants shall play in the following sports a minimum of:

Football – 4 minutes of the game (Flag Football)
Basketball – 2 minutes (Elementary School Age)
Soccer – One Full Half (HYSA)

Baseball and Softball – each player must at least play 3 consecutive defensive outs, and bat once in a full game. In games shortened due to the 10-run rule, acts of God, time limit expiration or other reasons will require the time at bat.

AGREEMENT
ATTACHMENT IIf
PAGE 2

Note: A manager or coach is not required to play a player who is ill, injured or is under reasonable disciplinary restrictions or for other justifiable reasons, provided he informs the opposing coach and scorekeeper prior to the beginning of the game.

In order to assist the teams and coaches and to insure maximum participation of all children, the number of members on a team should be limited as follows:

(1)	Football	20 players
(2)	Basketball	10 players
(3)	Soccer	14 players
(4)	Baseball	14 players
(5)	Softball	14 players

The limitation of players on teams may mean the additional of other divisions within leagues and the addition of multiple all-star teams within leagues. This is viewed again, to be an opportunity to bring about additional participation for children within City recreation programs. In all-star competition, the number of children participating on each team may be increased according to the rules of the organization sponsoring the all-star program.

Every league within the City of Hattiesburg must comply with and follow this policy and insure that each coach and league official is familiar with the policy and complies at all times. If a coach fails to play a child the minimum participation limit, the following sanctions will be imposed on said coach, without exception, to-wit:

- (1) The first offense will result in the coach receiving a letter or reprimand from the governing board of the league. The child concerned will play the entire next game.
- (2) The second offense by the same coach will result in the coach being suspended from the league for the next week. The child concerned will play the entire next game.

- (3) The third offense by the same coach will result in expulsion of the coach from any City program in any and all capacities for a minimum of two (2) calendar years. The child concerned will play the entire next game.
- (4) If any coach fails to play any child as required in any league championship game or any play-off game affecting the league championship, then that coach, no matter which offense, will be suspended from the league and unable to participate in any post-season activities. The team that fails to have full participation by all players will forfeit the game.
- (5) If any coach fails to play any child as required herein in any all-star or tournament game, then that coach, no matter which offense, will be expelled from coaching in any City program in any and all capacities for a minimum of two (2) calendar years.

The individual leagues will notify the Hattiesburg Recreation Department whenever it becomes necessary to take any action against a coach for failure to comply with the participation policy.

A copy of this participation policy shall be provided to each child at registration of any sport within the City of Hattiesburg.

The purpose of a sports league is to insure participation for all children within the City of Hattiesburg; the purpose of a participation policy is to insure a sports league for all the children of Hattiesburg.

AGREEMENT
ATTACHMENT III

CITY OF HATTIESBURG

EXPENDITURE WORKSHEETS

- a. Worksheet Instructions
- b. Equipment, supplies, and related purchases worksheet ***NOTE*** All invoices must be attached to the equipment/supplies purchase worksheet as documentation
- c. Daily officials timesheet
- d. Year end officials summary timesheet
NOTE All daily timesheets must be attached to the year end summary as documentation

AGREEMENT
ATTACHMENT IIIa

CITY OF HATTIESBURG

WORKSHEET INSTRUCTIONS

I. Supplies, Expenses and Related Purchases Worksheet:

Program personnel shall complete worksheet by listing the name of the vendor, date items were purchased, invoice number, total of the invoice and a brief description of items purchased on that invoice. All invoices MUST be turned in with worksheets at the end of the program for accounting purposes.

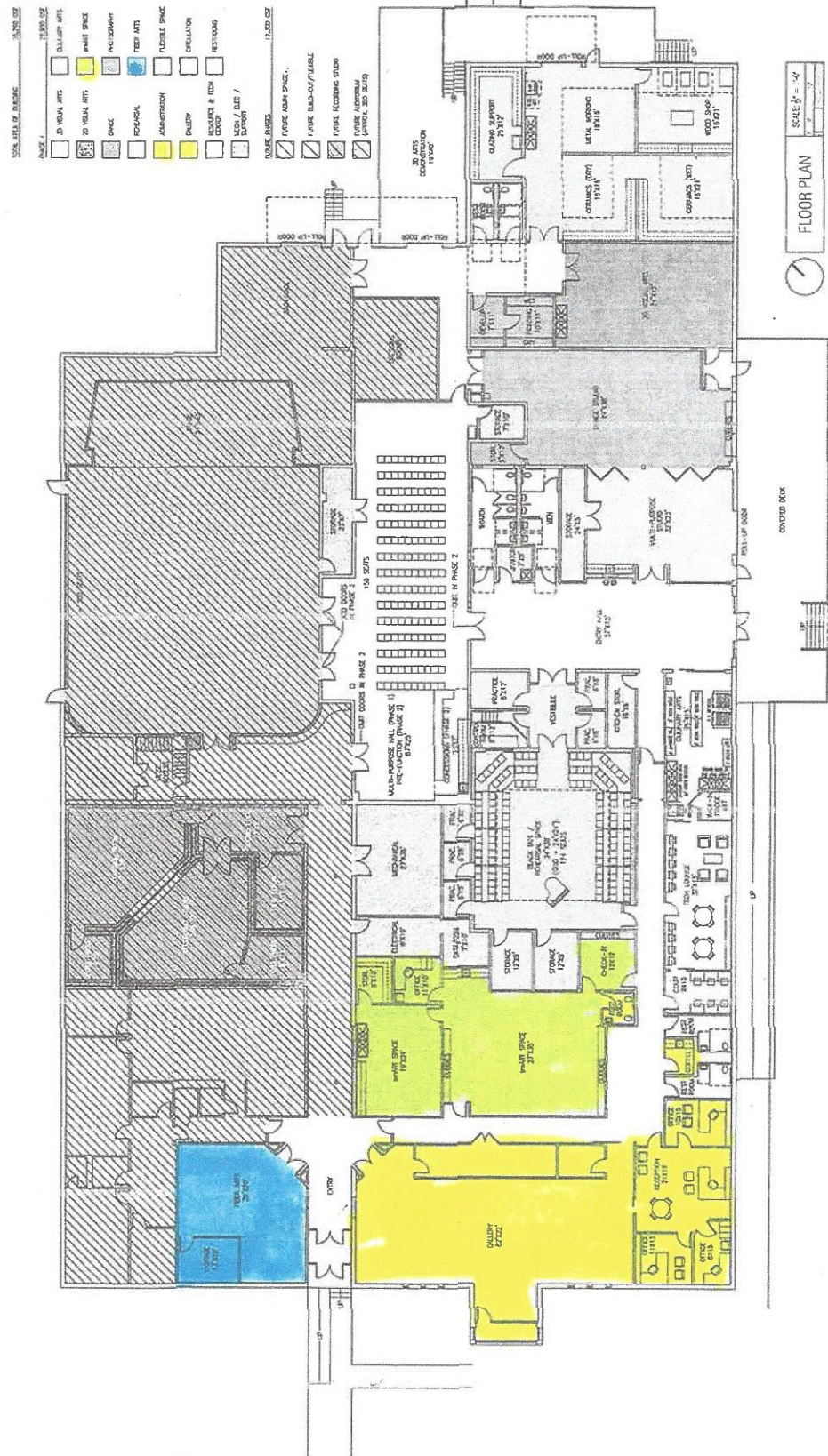
II. Daily Program Time Sheet:

If officials, scorekeepers, or other program personnel are funded through monies provided by the City, a daily accounting of these expenditures must be maintained. The daily timesheet must list the date the individual worked, they're name, address, social security number, number of games or hours they worked, total amount paid for particular day/night, and their signature.

III. Total Hours/Games Recap Sheet:

This sheet is a recap of the daily time sheets. At the completion of the program, the time sheets for each individual should be totaled and entered on the recap sheet. The daily timesheets MUST accompany the recap sheets at the end of the program for accounting purposes.

NOTE: Please return all expenditure reports to the City of Hattiesburg, City Clerks Office, 200 Forrest Street, Hattiesburg, MS 39401. If you have questions, please call (601) 545-4667.



STATE OF MISSISSIPPI

COUNTY OF FORREST

AGREEMENT

WHEREAS, the Hattiesburg Arts Council, formerly the Hattiesburg Civic Arts Council, hereinafter referred to as "Council" and the City of Hattiesburg, Mississippi, a municipal corporation, hereinafter referred to as "City", has entered into discussion with view of Council providing art for children programs and art and cultural opportunities for adults, seniors, and persons with disabilities in the Hattiesburg area, and the parties hereto desire to reduce to writing their agreement of understanding with a properly executed copy of Agreement provided to each party.

Council and City do hereby agree and obligate themselves as follows, to-wit:

I.

Council will provide art for children and art and cultural opportunities for adults, seniors, and persons with disabilities program for residents of the Hattiesburg area, for a period beginning on the 1st day of October 2017 and termination on the 30th day of September 2018. Council shall be responsible for operation of the art program including, but not limited to organization, obtaining instructors, supplies, and other related duties and responsibilities. See Program Synopsis attachment.

II.

City shall be responsible for providing space for this art program at the Hattiesburg Recreation Center, the C.E. Roy Center, and other venues as available, and providing to the Council an amount not to exceed Twenty Thousand Seven Hundred Sixty Dollars (\$20,760.00), for the purpose of defraying a portion of the expenses incurred by the Council for the conduct of this program. The appropriate expenditure reports shall be completed and filed with the City Clerk by October 31, 2018.

III.

Council does hereby obligate itself to comply with the policies of the City that all recreation programs shall be open to all citizens of the Hattiesburg area regardless of his/her ability to pay any fees charged for participation in said programs. Council does further obligate itself, in the event availability of the program is limited due to the number of applicants, city residents must receive priority for acceptance in the program.

IV.

It is understood by and between parties that this Agreement may be terminated by either party for any reason upon thirty (30) days written notice of their intention to terminate this Agreement.

V.

City shall take possession of the old Hattiesburg American Building located at 825 North Main Street. City and Council agree to collaborate about future development of an art center for the purpose of providing cultural opportunities for Hattiesburg area residents. City shall pay utilities, provide insurance and seek funding for renovations to the building. Council shall, at its own expense, renovate space designated/shade in blue and yellow of Exhibit "B" for use as an office and space for other activities. Any renovations done in this area by the Arts Council shall be approved in advance by the City and such renovations shall become a part of the Property. Council shall use its staff, experience and expertise to develop a community art center in the approved area. Council may provide tours and host fundraising events for itself on mutually agreed upon dates where City staff is necessary for the execution of the event. Nothing in the agreement shall restrict the City from leasing portions of the property, giving tours, hosting events or renting space for events.

WITNESS OUR SIGNATURES, on duplicate originals, on this, the 16th day of
January, A.D., 2018.

HATTIESBURG ARTS COUNCIL
(formerly the - HATTIESBURG CIVIC
ARTS COUNCIL)

Rebekah Stark Johnson, DIRECTOR

CITY OF HATTIESBURG, MISSISSIPPI



MAYOR

ATTEST:



CITY CLERK

(SEAL)

AGREEMENT
ATTACHMENT I

CITY OF HATTIESBURG
MAINTENANCE POLICY

Includes:

1. Mow on regular basis
2. Clean restrooms and facility area
3. Wash bleachers, as needed
4. Line fields
5. Fill low/soft sports

The City of Hattiesburg reserves the right to increase or decrease the amount and/or type of maintenance.

NOTE: Fields and restrooms must be left in a presentable condition (litter control) after use of fields by contracted organizations. Special attention should be noticed when City Maintenance Department is not working the day after scheduled games.

Maintenance Agreement for all tournaments will be negotiated.

The decision to call games is a joint decision, however, the City reserves the right to call any game(s) for safety reasons or to prevent damage to the field(s).

The Administration section of the Recreation Department manages the contracts.

**AGREEMENT
ATTACHMENT II**

CITY OF HATTIESBURG

CITY POLICIES

- a. General Public Use of Facility Policy
- b. Nondiscrimination Policy
- c. Liability Policy
- d. National Standards for Youth Sports Policy
- e. Coach Certification Review Policy
- f. Sports Participation Policy

AGREEMENT
ATTACHMENT IIa

CITY OF HATTIESBURG

GENERAL PUBLIC USE OF FACILITY POLICY

Facilities under lease, owned by the City of Hattiesburg, were funded by the citizens of Hattiesburg. The City does reserve the right to make its facilities for other functions when not in use by organizations leasing City facilities.

AGREEMENT
ATTACHMENT IIb

CITY OF HATTIESBURG

NONDISCRIMINATION POLICY

The City of Hattiesburg does not discriminate on the basis of Color, Race, Creed, National Origin, Sex, or Religion nor on the basis of disabling conditions in the admission or access to services provided through its programs and activities.

AGREEMENT
ATTACHMENT IIc

CITY OF HATTIESBURG

LIABILITY POLICY

There are inherent risks and recognized hazards associated with participation in sports and recreational activities. By participating in these programs, the participant assumes those risks and liabilities. The City of Hattiesburg assumes no liability nor does it afford medical coverage for injuries caused by participation of individuals, groups, teams, etc. in sports and recreational programs. Organizations shall maintain a minimum of \$500,000.00 general liability insurance and list the City of Hattiesburg as a certificate holder.

AGREEMENT
ATTACHMENT II d

CITY OF HATTIESBURG

NATIONAL STANDARDS FOR YOUTH SPORTS POLICY

These standards are endorsed and supported by
26 National Agencies and Organizations

STANDARD #1 – PROPER SPORTS ENVIRONMENT

Parents must consider and carefully choose the proper environment for their child, including the appropriate age and development for participation, the type of sport, the rules in the sport, the age range of the participants, and the proper level of physical and emotional stress.

STANDARD #2 – PROGRAMS BASED ON THE WELL-BEING OF CHILDREN

Parents must select youth sports programs that are developed and organized to enhance the emotional, physical, social, and educational well being of children.

STANDARD #3 – DRUG AND ALCOHOL – FREE ENVIRONMENT

Parents must encourage a drug and alcohol-free environment for their children.

STANDARD #4 – PART OF A CHILD'S LIFE

Parents must recognize that youth sports are only a small part of a child's life.

STANDARD # 5 – TRAINING

Parents must insist that coaches are trained and certified.

STANDARD #6 – PARENTS' ACTIVE ROLE

Parents must make a serious effort to take an active role in the youth sports experience of their child providing a positive support as a spectator, coach, and league administrator and/or caring parent.

STANDARD #7 – POSITIVE ROLE MODELS

Parents must be a positive role model exhibiting sportsmanlike behavior at game, practices, and home, while also giving positive reinforcement to their child and support to their child's coaches.

STANDARD #8 – PARENTAL COMMITMENT

Parents must demonstrate their commitment to their child's youth sports experience by annually signing a parental code of ethics.

STANDARD #9 – SAFE-PLAYING SITUATION

Parents must insist on safe-playing facilities, healthful playing situation, and proper first-aid applications, should the need arise.

STANDARD #10 – EQUAL PLAY OPPORTUNITY

Parents, coaches, and league administrators must provide equal sports play opportunity for all youth regardless of race, creed, sex, or economic status of ability.

STANDARD # 11 - DRUG AND ALCOHOL-FREE ADULTS

Parents must be drug and alcohol-free at youth league sporting events.

AGREEMENT
ATTACHMENT IIe

CITY OF HATTIESBURG

COACH REVIEW POLICY

Whereas, the City of Hattiesburg requires completion of a certification program for youth sport coaches whereby the coaches are schooled in the psychology of coaching youth sports, maximizing performance, injury prevention, first aid, and emphasizes a drug and alcohol-free environment for youth sports and recognizes the great influence youth coaches have on our youth.

CITY OF HATTIESBURG

YOUTH SPORTS PARTICIPATION POLICY

The Hattiesburg Parks and Recreation Division offers a diversified youth sports program designed to meet the recreational needs of the Hattiesburg area. The City's philosophy is to promote the development of strong character, a good attitude, and a sense of responsibility and citizenship in participants, using a recreation as a vehicle.

This philosophy, as important as it is, must be carried out primarily by volunteers, with support and guidance provided by the Parks and Recreation Division staff, underscoring the importance of recruiting the best volunteers available-people who can apply the City's philosophy for the good of the children involved.

Every sport sponsored by the Parks and Recreation Division is conducted on facilities provided and maintained by the City of Hattiesburg, funded in large part by the citizens of Hattiesburg. This policy necessitates a move toward more participation by every member of recreation league team.

The City feels strongly that the sport programs offered to the children of Hattiesburg should be fun, educational, and developmental; and the only way to teach these values is for the children to participate a substantial amount of time in each competitive event. Every league within the City, without exception, will follow the following guidelines.

In all games, all registered participants shall play in the following sports a minimum of:

Football – 4 minutes of the game (Flag Football)
Basketball – 2 minutes (Elementary School Age)
Soccer – One Full Half (HYSA)

Baseball and Softball – each player must at least play 3 consecutive defensive outs, and bat once in a full game. In games shortened due to the 10-run rule, acts of God, time limit expiration or other reasons will require the time at bat.

AGREEMENT
ATTACHMENT IIf
PAGE 2

Note: A manager or coach is not required to play a player who is ill, injured or is under reasonable disciplinary restrictions or for other justifiable reasons, provided he informs the opposing coach and scorekeeper prior to the beginning of the game.

In order to assist the teams and coaches and to insure maximum participation of all children, the number of members on a team should be limited as follows:

(1)	Football	20 players
(2)	Basketball	10 players
(3)	Soccer	14 players
(4)	Baseball	14 players
(5)	Softball	14 players

The limitation of players on teams may mean the additional of other divisions within leagues and the addition of multiple all-star teams within leagues. This is viewed again, to be an opportunity to bring about additional participation for children within City recreation programs. In all-star competition, the number of children participating on each team may be increased according to the rules of the organization sponsoring the all-star program.

Every league within the City of Hattiesburg must comply with and follow this policy and insure that each coach and league official is familiar with the policy and complies at all times. If a coach fails to play a child the minimum participation limit, the following sanctions will be imposed on said coach, **without exception**, to-wit:

- (1) The first offense will result in the coach receiving a letter or reprimand from the governing board of the league. The child concerned will play the entire next game.
- (2) The second offense by the same coach will result in the coach being suspended from the league for the next week. The child concerned will play the entire next game.

AGREEMENT
ATTACHMENT IIf
PAGE 3

- (3) The third offense by the same coach will result in expulsion of the coach from any City program in any and all capacities for a minimum of two (2) calendar years. The child concerned will play the entire next game.
- (4) If any coach fails to play any child as required in any league championship game or any play-off game affecting the league championship, then that coach, no matter which offense, will be suspended from the league and unable to participate in any post-season activities. The team that fails to have full participation by all players will forfeit the game.
- (5) If any coach fails to play any child as required herein in any all-star or tournament game, then that coach, no matter which offense, will be expelled from coaching in any City program in any and all capacities for a minimum of two (2) calendar years.

The individual leagues will notify the Hattiesburg Recreation Department whenever it becomes necessary to take any action against a coach for failure to comply with the participation policy.

A copy of this participation policy shall be provided to each child at registration of any sport within the City of Hattiesburg.

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AGREEMENT
ATTACHMENT III

CITY OF HATTIESBURG

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AGREEMENT
ATTACHMENT IIIa

CITY OF HATTIESBURG

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City of Hattiesburg, MS

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

Master

File Number: 2018-139

File ID: 2018-139

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 01/08/2018

Brief Title: Approve revised valuation for property required for COMSWIP Sewer Phase XII project-Site 5, Hester parcel.

Final Action: 01/16/2018

Minute Book Number: MB2018-13

Title:

Approve revised survey and waiver valuation amount and declare them as fair market value for property necessary for COMSWIP Sewer Project Phase XII, Site 5, Hester parcel, pursuant to MS Code 43-37-3 and other applicable statutes; Original valuation approved at MB 2017/369-371; Authorize fair market value offer for said parcel.

Notes:

Agenda Date: 01/16/2018

Indexes:

Agenda Number: V.-8

Sponsors:

Enactment Date:

Attachments: Wesley Hester Survey - Revised, Wesley Hester-Revised

Enactment Number:

Contact:

Meeting Date: 01/16/2018

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Special Called Meeting	01/16/2018	Approve				Pass

Action Text: A MOTION was made by Council Member George and seconded by Council Member Brown to Approve revised survey and waiver valuation amount and declare them as fair market value for property necessary for COMSWIP Sewer Project Phase XII, Site 5, Hester parcel, pursuant to MS Code 43-37-3 and other applicable statutes; Original valuation approved at MB 2017/369-371; Authorize fair market value offer for said parcel.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea: 5 Delgado
Carroll
Dryden
George
Brown

1 City Council

01/16/2018

Text of Legislative File 2018-139

Title

Approve revised survey and waiver valuation amount and declare them as fair market value for property necessary for COMSWIP Sewer Project Phase XII, Site 5, Hester parcel, pursuant to MS Code 43-37-3 and other applicable statutes; Original valuation approved at MB 2017/369-371; Authorize fair market value offer for said parcel.

Summary

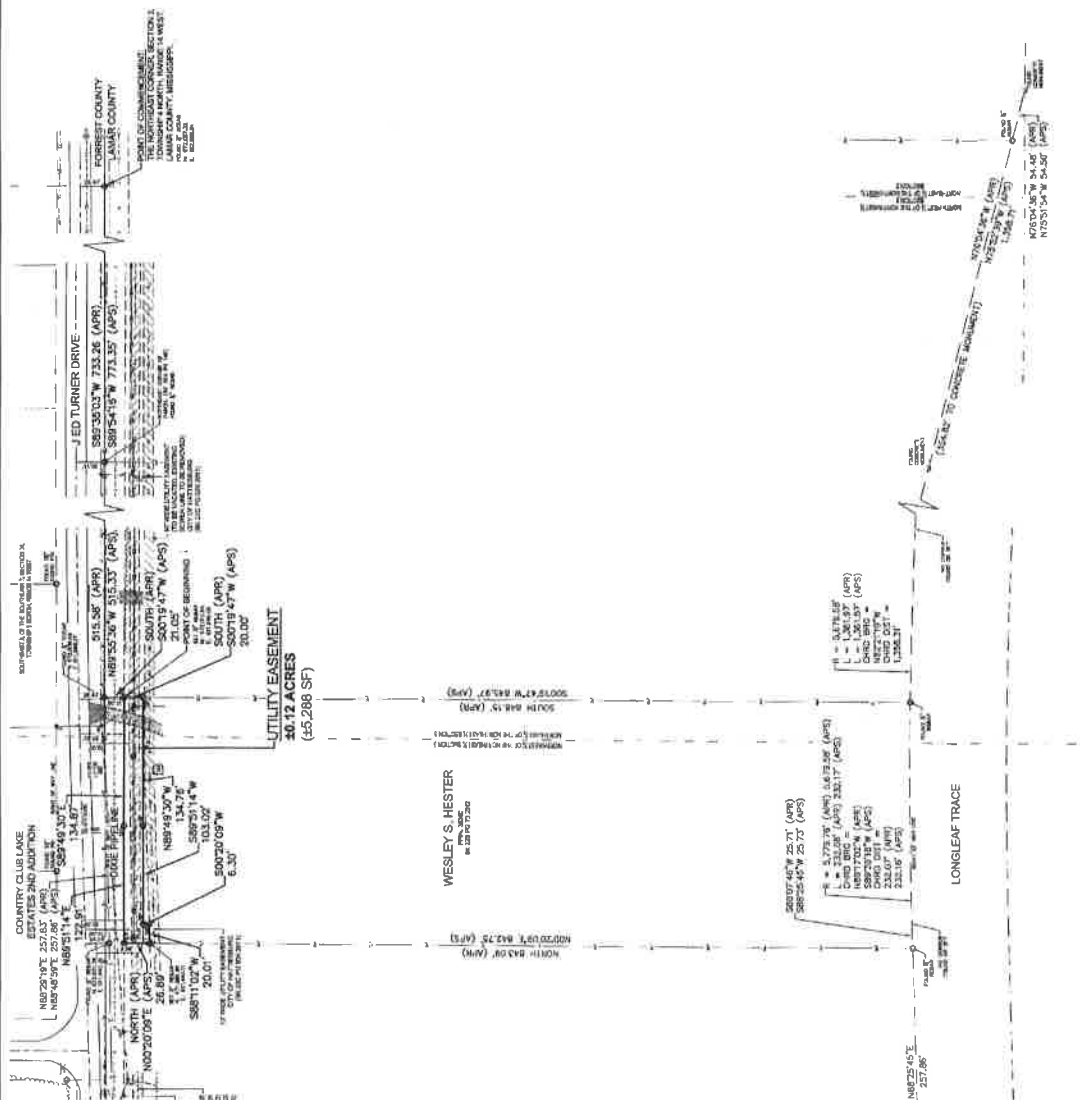
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State of Mississippi
County of Lamar
City of Hattiesburg

This is Certify that I have made a survey of the following described parcel:

A 20.00 foot wide Utility Easement being described as being a part of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 3, Township 4 North, Range 14 West, in the City of Hattiesburg, County of Lamar, State of Mississippi and being more particularly described as **Commencing** at a $\frac{1}{2}$ Inch Rebar representing the Northeast Corner of said Section 3, thence run S89°54'16"W along the North Line of said Section for 773.35 feet to a $\frac{1}{2}$ Inch Rebar representing the Northeast Corner of a Parcel of Land as per Record Deed Book 20N, Page 146 thereof on file in the Office of the Chancery Clerk of said Lamar County, thence run N89°55'36"W along said North Line for 515.33 feet to a $\frac{1}{2}$ Inch Rebar representing the Northeast Corner of the Grantor's Property as per Record Deed Book 22S, Page 73 thereof on file in the Office of the Chancery Clerk of said Lamar County, thence run S00°19'47"W along the East Line of said Grantor's Property for 21.05 feet to a $\frac{1}{2}$ Inch Rebar representing a Point on the South Line of a Pipeline Easement as per Record Deed Book 3U, Page 15 thereof on file in the Office of the Chancery Clerk of said Lamar County and the **Point of Beginning**; thence continue S00°19'47"W along said East Property Line for 20.00 feet to a $\frac{1}{2}$ Inch Rebar, thence run N89°49'30"W and parallel to said South Easement Line for 134.76 feet to a $\frac{1}{2}$ Inch Rebar, thence run S89°51'14"W and parallel to said South Easement Line for 103.02 feet to a $\frac{1}{2}$ Inch Rebar, thence run S00°20'09"W for 6.30 feet to a $\frac{1}{2}$ Inch Rebar representing a Point on the North Line of a Utility Easement as per Record Deed Book 22C, Page 636 thereof on file in the Office of the Chancery Clerk of said Lamar County, thence run S88°11'02"W along said North Easement Line for 20.01 feet to a $\frac{1}{2}$ Inch Rebar representing the Intersection of said North Easement Line and the West Line of said Grantor's Property, thence run N00°20'09"E along said West Property Line for 26.89 feet to a $\frac{1}{2}$ Inch Rebar representing a Point on said South Easement Line, thence run N89°51'14"E along said South Easement Line for 122.91 feet to a $\frac{1}{2}$ Inch Rebar, thence run S89°49'30"E along said South Easement Line for 134.87 feet to the **Point of Beginning**, comprising **0.12 Acres (5,288 Square Feet)**, more or less.

Nicholas M. Connolly, PE, PLS
Civil Engineer No. 12791
Land Surveyor No. 2973



Order No. _____

Positive N/A

WAIVER VALUATION

Parcel No. 052A-03-004-047

Project No. Comswip Sewer Project Phase V

County Lamar

Address: 85 J Ed Turner Rd, Hattiesburg, MS

Owner(s): Wesley Hester

I, Stan Lightsey, a certified appraiser in the State of Mississippi, acknowledge that I have sufficient understanding of the local real estate market where the subject property is located, have reviewed the construction plans for the above referenced project, and have researched sales and market data that would be relevant to the above referenced property.

The valuation contained in this report is prepared pursuant to statutory authorization by the Mississippi Code, 43-37-3: "...the acquiring...agency...may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of ten thousand dollars, (\$10,000) or less..."

Federal regulation at 49 CFR 24.102 provides: "... (2) An appraisal is not required if... (ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data... (A) When an appraisal is determined to be unnecessary, the Agency shall prepare a waiver valuation."

Under authority of the Mississippi Code 43-37-3, to adopt procedures in compliance with federal regulations, and per 49 CFR 24.102, Appendix A: "...Waiver valuations are not appraisals as defined by the Uniform Act and these regulations" [42 U.S.C. 4601, et seq., and 49 CFR Part 24]; "therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule...". Therefore, pursuant to federal regulation and state law, the valuation reported in this document was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

Summary and Allocation of compensation of All Interests: (All interests, Q interest, Easements, Warranty, etc)				
Parcel No.	Land	Improvements	Damages	Total
052A-03-004-047	\$1,800	-0-	-0-	\$1,800

I certify to the best of my knowledge and belief:

The statement I have provided in this report are true and correct.

I have no present or prospective interest in the property valued and no personal interest nor bias with respect to the parties involved.

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property.

Preparer of Valuation Stan Lightsey

Date: December 27, 2017

Stan Lightsey

Photograph Addendum

Owner	Wesley Hester				
Property Address	85 J Ed Turner Rd				
City	Hattiesburg	County	Lamar	State	MS Zip Code 39402
Client	City of Hattiesburg				



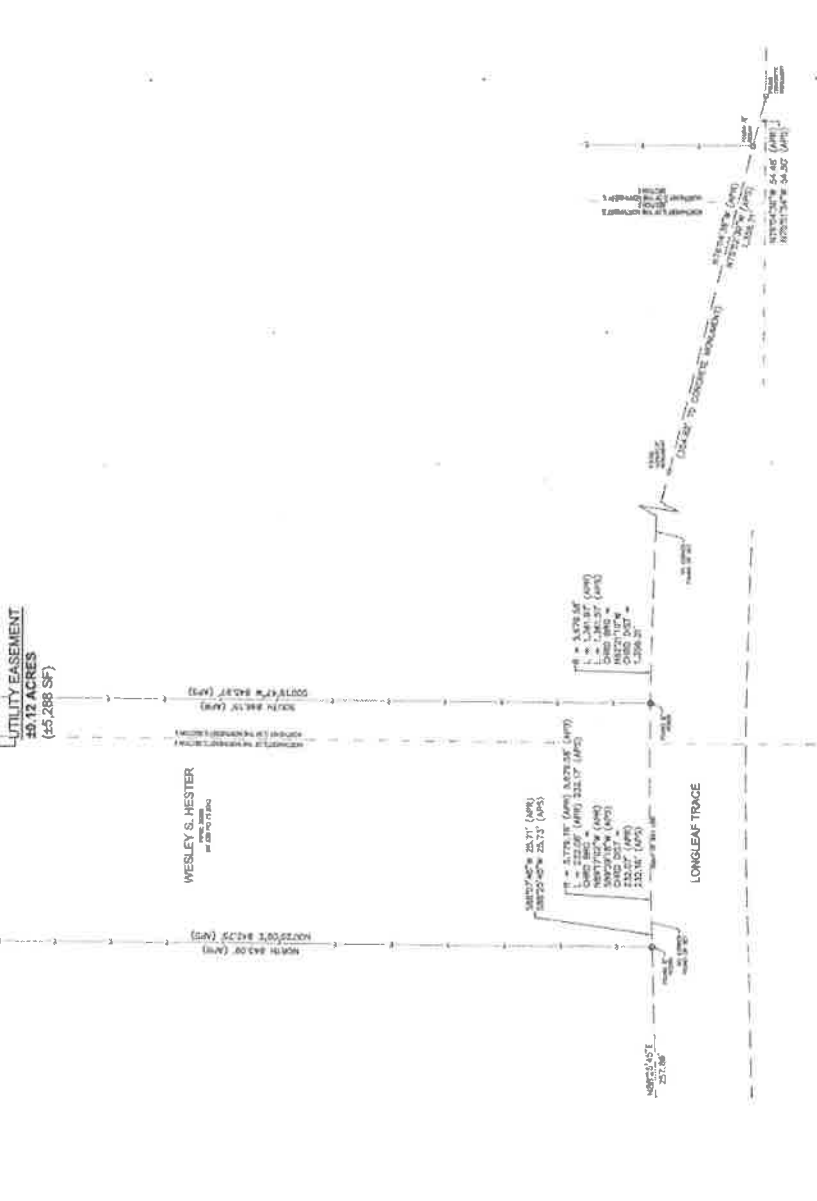
Easement Area



Easement Area



J Ed Turner Drive



This is exactly what I have made a survey of the following covered panel:

[illegible][illegible]

SURVEY DATE: AUGUST 25, 2015
APRIL 22, 2017
NOVEMBER 29, 2017

HEARINGS ARE BASED ON NY STATE PLANE
COORDINATE SYSTEM, ZONE EAST GRD, US SURVEY
ELECT, AS DETERMINED BY GPS

1. 665022.113
 2. 82700 406
 3. 303.577

COMBINED SCALE FACTOR: 0.909583597504
CONVERGENCE: -0.1707.43"

GRAPHIC SCALE

[illegible][illegible]

NO	MOUNTING	NO
1	1	1

BOUNDARY SURVEY

SWIP SEWER PHASE V PROJECT
CITY OF HATFIELD

MAR COUNTY, MISSISSIPPI

W

Engineering Programs
Mechanical, 175-3349; Electrical, 175-3349; Civil, 175-3349; Chemical, 175-3349; Industrial, 175-3349; Environmental, 175-3349; Aerospace, 175-3349; Biomedical, 175-3349; Computer, 175-3349; Information Systems, 175-3349; Management, 175-3349; Marketing, 175-3349; Operations, 175-3349; Planning, 175-3349; Quality Management, 175-3349; Safety, 175-3349; Systems, 175-3349; Technical, 175-3349; Training, 175-3349; Vocational, 175-3349; Welding, 175-3349; and many others.

FILED	CRIMINAL JUSTICE
11-2017	Score: 43.00/100.00

1275-6008	Sheet No. 1 of 1
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State of Mississippi

County of Lamar

City of Hattiesburg

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Nicholas M. Connolly, PE, PLS

Civil Engineer No. 12791

Land Surveyor No. 2973



City of Hattiesburg, MS

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

Master

File Number: 2018-132

File ID: 2018-132

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 01/08/2018

Brief Title: Acknowledge receipt of audited financial statements for the City of Hattiesburg Water & Sewer System for fiscal year 2015.

Final Action: 01/16/2018

Minute Book Number: MB2018-13

Title:

Acknowledge receipt of the financial statements and supplemental information for the Combined Water & Sewer System of the City of Hattiesburg for the fiscal year ending September 30, 2015, from Carr, Riggs & Ingram (On file in the City Clerk's Office).

Notes:

Agenda Date: 01/16/2018

Indexes:

Agenda Number: V.-9

Sponsors:

Enactment Date:

Attachments: COH Water & Sewer Audit FY 2015

Enactment Number:

Contact:

Meeting Date: 01/16/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Special Called Meeting	01/16/2018	Acknowledge				Pass
	Action Text: A MOTION was made by Council Member George and seconded by Dryden to Acknowledge receipt of the financial statements and supplemental information for the Combined Water & Sewer System of the City of Hattiesburg for the fiscal year ending September 30, 2015, from Carr, Riggs & Ingram (On file in the City Clerk's Office).						
	There being no discussion, the Motion received the affirmative vote of the Council as follows:						
	Yeas: 5 - George, Delgado, Carroll, Dryden and Brown						
	Nays: 0						

Yea: 5 Delgado
Carroll
Dryden
George
Brown

1 City Council

01/16/2018

Text of Legislative File 2018-132

Title

Acknowledge receipt of the financial statements and supplemental information for the Combined Water & Sewer System of the City of Hattiesburg for the fiscal year ending September 30, 2015, from Carr, Riggs & Ingram (On file in the City Clerk's Office).

Summary

Acknowledge receipt of financial audit of Water & Sewer System for fiscal year ending 9/30/2015.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



City of Hattiesburg, MS

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

Master

File Number: 2018-147

File ID: 2018-147

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 01/10/2018

Brief Title: Acknowledge receipt of letter terminating contract with Carr, Riggs and Ingram for audit financial services for fiscal year 2016.

Final Action: 01/16/2018

Minute Book Number: MB2018-14

Title:

Acknowledge receipt of letter terminating contract with Carr, Riggs and Ingram for audit financial services for fiscal year 2016.

Notes:

Agenda Date: 01/16/2018

Indexes:

Agenda Number: V.-10

Sponsors:

Enactment Date:

Attachments: Carr, Riggs, & Ingram Contract Termination Letter, 1-3-18

Enactment Number:

Contact:

Meeting Date: 01/16/2018

Drafter: Lisa Luu

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Special Called Meeting	01/16/2018	Acknowledge				Pass
	Action Text: A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Acknowledge receipt of letter terminating contract with Carr, Riggs and Ingram for audit financial services for fiscal year 2016.						
	There being no discussion, the Motion received the affirmative vote of the Council as follows:						
	Yeas: 5 - George, Delgado, Carroll, Dryden and Brown						
	Nays: 0						
		Yea: 5	Delgado Carroll Dryden George Brown				

Text of Legislative File 2018-147

Title

Acknowledge receipt of letter terminating contract with Carr, Riggs and Ingram for audit financial services for fiscal year 2016.

Summary

Acknowledge receipt of letter terminating contract with Carr, Riggs and Ingram for audit financial services for fiscal year 2016.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

January 3, 2018

Mr. Elton Sims
Carr, Riggs & Ingram LLC
PO Box 2418
Ridgeland, MS 39158

RE: City of Hattiesburg
FY 2016 audit

Dear Elton:

After your presentation to the Hattiesburg City Council on December 4, in which you stated that your firm would be unable to continue preparing audits for the City of Hattiesburg, the councilmembers discussed the matter and determined that we are in agreement that it would not be in the best interest of the City to continue a contractual relationship with your firm. Therefore, the council voted, at our January 2, 2018 meeting, to void the agreement executed on November 8, 2016 for preparation of the FY 2016 audited financial statements.

The Council has contracted with Topp McWhorter Harvey PLLC to perform the FY 2016 audit, and I expect they will need to be in contact with you to obtain certain information in order to begin the audit process. We respectfully request that you afford them the professional courtesy of sharing information pertinent to performance of the FY 2016 audit so we can expedite the process and bring our audits up to date as quickly as possible. Thanking you in advance, I am,

Sincerely,

Carter Carroll
Councilman, Ward 3 and Council President



City of Hattiesburg, MS

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

Master

File Number: 2018-137

File ID: 2018-137

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Colton Hill

File Created: 01/08/2018

Brief Title: 2017 MDHS Mosquito Control Grant

Final Action:

Minute Book Number: MB2018-16

Title:

Acknowledge receipt of and accept the Local Mosquito Control Grant awarded to the City of Hattiesburg by the Mississippi Department of Health in the amount of \$49,688; authorize acceptance and execution of grant.

Notes:

Agenda Date: 01/16/2018

Indexes:

Agenda Number: VI.-1

Sponsors:

Enactment Date:

Attachments: OVERVIEW Mosquito Control grant, SCOPE of work__Mosquito Control grant__Application submitted, Local Mosquito Control grant, executed Local Mosquito Control grant

Enactment Number:

Contact:

Meeting Date: 01/16/2018

Drafter: Katie Weeks

Effective Date: 02/01/2018

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Special Called Meeting	01/16/2018					
1	City Council	01/16/2018					

Text of Legislative File 2018-137

Title

Acknowledge receipt of and accept the Local Mosquito Control Grant awarded to the City of Hattiesburg by the Mississippi Department of Health in the amount of \$49,688; authorize acceptance and execution of grant.

Summary

FY2017 MSDH Local Mosquito Control Grant for Public Works

Budget Information

See Attached

Expenditure Type

Funding Source

Purchasing Item

See Attached

Publication Information



MISSISSIPPI STATE DEPARTMENT OF HEALTH

Mississippi Local Mosquito Control Support Grant Program

The Center for Disease Control and Prevention (CDC) in partnership with the Mississippi State Department of Health (MSDH) is offering a grant opportunity for MSDH to work with the community to create a vector-control prevention program. These efforts aim to reduce infections due to West Nile Virus (WNV), Zika virus, and other mosquito-borne viruses of public health importance. The MSDH Office of Communicable Diseases, after careful review, has pinpointed locations in specific counties that meet the criteria and that would benefit from having a vector-control prevention program in place. The locations were selected based on population size, historical collection data, and vector potential.

Activities described in the grant application must be completed by July 31, 2018. This program provides funds for the purchase of equipment, training, and contract work towards strengthening the capacity of mosquito-borne disease prevention and control programs. These funds are not available for the hiring of personnel. The average award (reimbursed by invoice only and proper documentation from the strategies listed in the grant) will be ~ \$40,000 per grantee and based on the following:

- Quality and completeness of grant application
- Demonstration of infrastructure needed to support a sustained mosquito control program for future years
- Mosquito control capacity and implementation

Strategies and Outcomes

- The primary focus of the grant is for jurisdictions to utilize three strategies:
 - Develop and implement vector control capacity
 - Develop a mosquito-borne disease response plan
 - Develop a program for insecticide resistance and management
- Intended outcomes of the grant program:
 - Trained workforce better prepared to respond to arboviral disease cases and outbreaks
 - Improved mosquito control and prevention, as well as monitoring of insecticide resistance and management
 - Weekly report of trapped data to MSDH during seasonal operations and proper documentation for surveillance, education, and outreach for three (3) years
 - Quality completeness of the mosquito-borne disease response plan and proper documentation during the disease response
 - Demonstration of mosquito control best practices, including integrated mosquito management

The activities in this program are set up to continue to collect data and to strengthen our outbreak response plan in areas with vector potential. The minimum required time for surveillance data is three (3) years, with proper documentation submitted to MSDH. Please read the application thoroughly and if you have any questions, please contact Tina Nations at 601-576-7918.

570 East Woodrow Wilson • Post Office Box 1700 • Jackson, MS 39215-1700
601-576-8090 • 1-866-HLTHY4U • www.HealthyMS.com

Equal Opportunity in Employment/Services

Mississippi Local Mosquito Control Support Grant

A. Applicant Information

Please complete the fields below; place an 'X' in check boxes.

1. Jurisdiction Type	☐ City/Town	☐ County	☐ Other
2. Jurisdiction Name	City of Hattiesburg		
3. County	Forrest/Lamar		
4. Applicant Name	Lindsay Coleman		
5. Applicant Title	Grant Coordinator		
6. Applicant Email	grntwtr@hattiesburgms.com		
7. Applicant Phone	601.554.1014		

8. Please enter a brief overview of jurisdiction's current mosquito control efforts. If no current efforts are being undertaken, please say "No current mosquito control efforts."

The City of Hattiesburg's Mosquito Control Program is responsible for administering and implementing mosquito control activities within the City limits. The Mosquito Control Program operates out of the Public Works Department, Health Division. The City of Hattiesburg utilizes the concept of Integrated Pest Management for mosquito control. The Mosquito Control Program operates with 12 employees who are full-time in other capacities with the Public Works Department. In addition to mosquito control, the Health Division of the Public Works Department cuts grass, cleans ditches, performs demolition, sprays herbicides, picks up leaves, moves standing water and picks up litter. While working in the Mosquito Control Program, these 12 employees work overtime; they work either three hours overtime in the morning or at night conducting mosquito control activities. Each employee works a total of 15 hours overtime a week on mosquito control activities. The City of Hattiesburg's Mosquito Control Program is seasonal and operates April through November. The Mosquito Control Program performs chemical control through fogging and larvicide; public education through mosquito control tips on the City website; source reduction through collecting tires, removing debris and removing standing water from ditches; active monitoring of areas with depilated or abandoned pools and reporting it to code enforcement as well as respond to the public's complaints of mosquitoes. The spraying schedule is composed of morning and evening crews. The City of Hattiesburg is divided into Wards 1-5 and those Wards are split in two for spraying purposes. The morning crew sprays the top of the ward, while the evening crew sprays the bottom half of the ward. Four trucks have water-based spray and one truck has oil-based spray. The oil-based truck rotates from Ward to Ward each day on each shift.

9. Mosquito Control Program	☐ Year-round	☐ Seasonal
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B. Problem Statement

Review the Problem Statement below. In a short paragraph, articulate the Problem Statement's applicability and special considerations to your jurisdiction.

West Nile virus is the leading cause of domestically-acquired mosquito-borne disease in the United States. Several other domestic mosquito-borne viruses also cause seasonal outbreaks and sporadic disease, such as eastern equine encephalitis and La Crosse. Other exotic arboviruses are threats for introduction into the U.S. (for example, chikungunya, yellow fever, Japanese encephalitis, and Zika viruses). Different mosquito vectors, viruses, animal hosts, and environmental factors contribute to variations in geographic distribution, disease incidence, clinical manifestations, and outcomes.

The public health infrastructure for addressing mosquito-borne diseases in some Mississippi jurisdictions is inadequate for a variety of reasons, including insufficient funding, equipment, supplies, and staffing of trained personnel.

The City of Hattiesburg's public health infrastructure is inadequate to effectively fight mosquitos due to insufficient funding. The current City of Hattiesburg Mosquito Control Program does not have a dedicated budget. Insecticides are purchased out of the chemical budget line item. As far as a personnel budget for mosquito control, the City of Hattiesburg pays full-time Public Works employees overtime to administer mosquito control activities. The City of Hattiesburg would like to have a mosquito control division that is devoted to mosquito-related endeavors, however there is not funding for such a division. The City of Hattiesburg is at capacity with its current spraying schedule of morning and night. Additional funding would allow employees to receive further training and education, purchase advanced technology in surveillance as well as equipment. This funding from MSDH will also allow for the COH to implement its own surveillance activities. The success of the current City of Hattiesburg's Mosquito Control Program depends on budget funding to provide maintenance to mosquito equipment and vehicles, purchase materials and provide overtime compensation to employees who operate mosquito equipment after hours.

Furthermore, the City of Hattiesburg seeks to eliminate using water-based sprays and only use oil-based sprays. Oil-based solutions are thicker, denser, and last longer on surfaces. With the price of mosquito chemicals increasing and officials continuing to decrease budget funding, additional funding is integral to combat mosquito-borne diseases.

C. Current Budget

Enter the average dollar amount under Annual Budget that is allotted for your jurisdiction's mosquito control program. Enter the Personnel Budget as a separate line item from your Overall Budget. In the white space under the item, provide any comments you might have (optional).

Category	Annual Budget
Overall Budget (Excluding Personnel)	\$ 31,047
The City of Hattiesburg, Public Works Department, Health Division has a chemical budget, not solely a mosquito control budget. \$31,047 is the amount spent on chemicals in 2017 so far.	
Personnel	\$128,874
The Personnel Budget is comprised of 12 employees who work 15 hours overtime a week in order to perform mosquito control efforts. Employees either work 3 hours overtime in the morning or evening, depending on what shift they are working. Mosquito control is performed April-November or 35 weeks a year.	
Total	\$159,922

D. Current Capacity

Please indicate under Quantity the number or amount of items currently owned. In the white space under the item, please provide a brief description.

Category	Qty
Equipment	
Hand-carry ULV sprayer	0
Hand-carry thermal fogger	0
Backpack ULV sprayer	2
Backpack thermal fogger	0
Truck-mounted or trailer-mounted ULV sprayer	5
Other-type vehicle mounted ULV sprayer	0
GPS Navigation for Mosquito Control	0
Residual Sprayer or granular/liquid larvicide applicator	0
Powered backpack (sprayer/duster for liquid and granular applications)	0
Pump-type	0
Hose-end	0
Vehicle-mounted or trailer-mounted (e.g., liquid power gun)	0
Mosquito traps	0
BG Sentinel trap	0
Gravid trap	0
CDC light trap	0
EVS trap	0
Fay-Prince trap	0
Wilton trap	0
Autocidal gravid ovitrap	0
Little Black Jar (LBJ) trap	0
Other	0
Other	0
Adulticide	
Permanone 30-30, Synthetic pyrethroid (30% permethrin, 30% PBO)	1
Aqua Perm-X UL 30-30 mixed with water	4

D. Current Capacity

Please indicate under Quantity the number or amount of items currently owned. In the white space under the item, please provide a brief description.

Category	Qty
Larvicide	
Altosid XR and 4 star briquets	2
Equipment calibration and maintenance	
Oil-based equipment callabration 10 oz per minute and water-based equipment callabration 10 oz per minute; Equipment is inspected daily before each spraying cycle	Daily
Educational Outreach	
City website, news outlets, brochures	Daily
Source Reduction	
Collecting tires, cleaning ditches of standing water, debris removal	Daily
Surveillance	
Health Department	As Needed
Contracts (Aerial, Ground, Etc.)	
N/A	

E. Current Staff

Please list all staff associated with mosquito control, with their titles, brief description of their role with mosquitoes, whether they personally perform mosquito control, whether they have their Category 8 Pesticide Applicator's License, and whether they are Full or Part Time.

#	Name	Title	Role with Mosquitoes	MMVCA Member	Performs Mosquito Control	Cat. 8 License	FT/PT
1	Keith Parks	Division Manager	Manager	N	N	N	PT
2	Tim Bass	Crew Worker	Sprayer	N	Y	N	PT
3	Charles Page	Foreman	Sprayer	N	Y	Y	PT
4	Claude Knight	Equipment Operator	Sprayer	N	Y	N	PT
5	Ben Davis	Equipment Operator	Sprayer	N	Y	N	PT
6	Derrick Richmond	Mechanic	Sprayer	N	Y	N	PT
7	Greg McDougal	Mechanic	Sprayer	N	Y	N	PT
8	Lana Thomas	Assistant Division Manager	Sprayer	N	Y	N	PT
9	Lynch Terrell	Equipment Operator	Sprayer	N	Y	N	PT
10	Cliff Griffin	Equipment Operator	Sprayer	N	Y	N	PT
11	Joseph McSwain	Foreman	Sprayer	N	Y	N	PT
12	George Ray	Foreman	Sprayer	N	Y	Y	PT
13							
14							
15							
16							
17							
18							
19							
20							

Mississippi Local Mosquito Control Support Grant

F. Work Plan

For each activity, provide detailed descriptions and timelines for each grant strategy. Discuss your jurisdiction's ability to conduct the work (capacity) and include performance measures. A performance measure is a *quantifiable* indicator used to assess how well an organization is achieving its desired objectives. Place an 'X' in the Check Box if the activity will be performed.

Subactivity		Check Box	Work Plan Narrative
Strategy 1: Develop and implement vector control capacity			
Activity 1. Mosquito Control Staffing			
1	Ensure that all staff are appropriately trained and certified or licensed. Seek a Category 8 Public Health Pest Control certification and keep current every three years.		
Activity 2. Public Education			
1	Institute a public education program emphasizing personal responsibility, ways in which people can prevent mosquito breeding, and how they can reduce the risk of being bitten by observing personal protection measures.	X	Hold public meetings by Ward of the City or by neighborhood association on source reduction and breeding. Have examples at meeting of source reduction. Assess performance through a follow-up meeting or by going door-to-door. Activity will be conducted October 2017 - July 2018.
2	Institute community cleanup programs to eliminate larval habitats from backyards, commercial sites and abandoned premises.	X	Deliberate with president of neighborhood associations to launch community cleanup days for source reduction through removal of abandoned properties and placing larvicide into abandoned pools of water. Assess performance through conducting trapping activities. Conduct two assessments of mosquito trappings to see if the number of mosquitoes has decreased. Activity will be conducted October 2017 - July 2018.
Activity 3. Participate in DHEC Mosquito-Borne Disease Surveillance and <i>Aedes aegypti</i> and <i>Aedes albopictus</i> mapping program			
1	Submit mosquitoes for virus testing to MSDH PHL. (Mandatory)	X	COH Public Works Department submits mosquitoes for virus testing to MSDH. Assess effectiveness by looking at the mosquito ratio at one point in time and then a second point in time. Activity will be conducted April 2018 - July 2018.
2	Conduct mosquito surveillance activities to assess presence/absence of <i>Aedes aegypti</i> and <i>Aedes albopictus</i> mosquitoes. (Mandatory)	X	COH Public Works Department conducts trapping of mosquitoes. Focus on a certain geographical area by placing traps there. Count the mosquitoes that are trapped. Spray in that area for 2-3 weeks and conduct trapping activities again to test for effectiveness. Activity will be conducted April 2018 - July 2018.

Mississippi Local Mosquito Control Support Grant

Subactivity		Check Box	Work Plan Narrative
Activity 4. Mosquito Control			
1	Clearly define a statement of services or deliverables for the following three actions. Each of these needs to be discussed in terms of: (1) <i>Actions</i> to be performed; (2) <i>Area</i> to be covered; and (3) <i>Resources</i> [equipment, vehicles, staff, insecticides, etc.] that will be provided. Explain your jurisdiction's ability to obtain financial support for mosquito control activities OR demonstrate sustainability of a mosquito control program without continued financial support, whether operated for nuisance control or to protect the public's health. Local taxes and fees are common sources for funding programs.		
	Source Reduction (Environmental Sanitation) and Education. Remove and dispose of water-holding containers that may allow mosquito larvae and pupae to develop. Disseminate educational materials as appropriate for the type of housing and areas where containers may be found. Explain timing and repetitiveness of inspections.	X	The City of Hattiesburg already participates in Source Reduction and Education through the removal and disposal of water-holding containers and the dissemination of educational materials. Wards 1-5 are the areas covered. The 12 paid staff of the Mosquito Control Program complete these tasks. Financial support of mosquito control activities come from local taxes and fees. Activity will be conducted June 2017 - July 2018.
	Door-to-Door Home Visits.	X	The City of Hattiesburg already participates in door-to-door home visits in Wards 1-5. The 12 paid staff of the Mosquito Control Program conduct the visits. Financial support of mosquito control activities come from local taxes and fees. Activity will be conducted June 2017 - July 2018.
	Larvicides or Pupicides. Use chemicals or biological agents to kill or prevent development of mosquito immature stages.	X	The City of Hattiesburg already participates in using larvicides to kill and/or prevent the development of mosquitoes in Wards 1-5. The 12 paid staff of the Mosquito Control Program conduct this task with insecticides, equipment and vehicles. Financial support of mosquito control activities come from local taxes and fees. Activity will be conducted June 2017 - July 2018.
	Adulticides. Use chemicals or biological agents to kill or prevent development of mosquito adult stages.	X	The City of Hattiesburg already participates in using adulticides to kill and/or prevent the development of mosquito adult stages in Wards 1-5. The 12 paid staff of the Mosquito Control Program conduct this task with insecticides, equipment and vehicles. Financial support of mosquito control activities come from local taxes and fees. Activity will be conducted June 2017 - July 2018.
2	Institute basic mosquito population monitoring to define the problem and determine the effectiveness of mosquito control. (Mandatory)	X	Assess performance of mosquito population control methods through conducting mosquito trapping activities. Conduct two assessments of mosquito trappings to see if the number of mosquitoes has decreased. Activity will be conducted April 2018 - July 2018.
3	Properly store, maintain, and calibrate mosquito control equipment.	X	The City of Hattiesburg Public Works Department ensures that the mosquito control equipment is properly stored and maintained. Mosquito control equipment is properly calibrated before spraying begins each April. If the chemicals do not work, the equipment will be recalibrated. Activity will be conducted June 2017 - July 2018.
4	Adhere to Mosquito Control Best Practices as defined by the AMCA: American Mosquito Control Association. Best Management Practices for Integrated Mosquito Management 2009. Available at goo.gl/78TPrX		
5	Ensure the willingness of your jurisdiction to enter into a mutual aid agreement with a neighboring jurisdiction to share resources for mosquito control and how that sharing might occur.		The City of Hattiesburg does not have the resources to enter into a mutual aid agreement with a neighboring jurisdiction for mosquito control.

Mississippi Local Mosquito Control Support Grant

Subactivity		Check Box	Work Plan Narrative
Strategy 2: Develop a mosquito-borne disease response plan.			
Activity 1: Preparedness - vector present or possible in the jurisdiction			
1	Appoint a representative to coordinate mosquito-borne disease response efforts for your jurisdiction and serve as your designated Point of Contact (POC) to DHEC.	X	The City of Hattiesburg Public Works Department will appoint an individual to become certified in Category 8 Public Health Pest Control and become a member of the MMCVA. This individual will serve as the designated Point of Contact to DHEC. Activity will be conducted October 2017 - July 2018.
2	Review and assess your local mosquito control capacity and capability. If you do not currently have a vector control program, consider establishing a mutual aid agreement for mosquito control services with a neighboring jurisdiction.		
3	Review (or develop as needed) a vector-borne disease preparedness and response plan, and tailor as appropriate for Zika.	X	The current vector-borne disease preparedness and response plan can be tailored to responding to Zika. When the Public Works Department receives notification from either the State Health Department or the Forrest County Health Department regarding a vector-borne disease, a map of the 10-block radius of the infected area is sent. The Public Works Department sprays this area for 1.5 hours every morning and evening for at least a week. Then COH Public Works Department performs trapping activities to see if anything else turns up and submits mosquitos to MSDH for testing. If something else turns up, the whole process is completed again. Activity will be conducted October 2017 - July 2018.
4	Ensure coordination with state public health officials so vector control and human surveillance activities can be linked.	X	COH Public Works Department collaborates with MSDH on vector control and human surveillance activities as the above work plan outlines. MSDH trains COH on surveillance activities. COH Public Works collaborates with COH GIS Division on creating and implementing a GIS system to monitor major sources of larval/adult mosquitoes and document areas where control measures have been implemented. Activity will be conducted October 2017 - July 2018, with the majority of the activities taking place April 2018 - July 2018.
5	Initiate a public awareness campaign, with primary messaging focusing on personal protection against mosquitoes (e.g., "fight the bite") and residential source reduction (e.g., "tip 'n toss").	X	Raise awareness of mosquito preparedness through neighborhood meetings, school outreach activities and by having booths at community events such as Hub Fest, Earth Day, Right Way to Throw Away and Night Out Against Crime. Assess the effectiveness through follow-up meetings. Activity will take place October 2017 - July 2018.
6	Plan preparedness and mitigation activities to reduce the likelihood of transmission from mosquitoes, including: reduce habitat/potential breeding sites, initiate community clean-up efforts, initiate public information campaigns encouraging yard clean up, use of insecticides, encourage placement of window screens etc.	X	Conduct source reduction activities, spray, conduct door-to-door education and awareness, collect tires daily, pick up debris and anything that can hold water daily and wipe out ditches that hold water daily. Activity will be conducted April 2018 - July 2018.
7	Review and, as necessary, conduct mosquito surveillance activities to assess presence of <i>Aedes aegypti</i> and <i>Aedes albopictus</i> mosquitoes.		

Mississippi Local Mosquito Control Support Grant

Subactivity		Check Box	Work Plan Narrative
Activity 2: Suspected/Confirmed Travel-Associated Case - Mosquito Season - travel-related or sexually transmitted cases			
1	Enact the county's established notification process for a confirmed case of mosquito-borne virus and formulate a plan of action/response. Upon Notification from MSDH, activate response activities to be performed once a travel case has been identified.	X	An email is sent from the Forrest County Health Department or MSDH regarding a mosquito-borne virus along with a map of the 10-block radius of the infected area. The Public Works Department sprays this area for 1.5 hours every morning and evening for at least a week. Then the COH Public Works Department performs trapping activities to see if anything else turns up and sends mosquitoes for testing to MSDH. If something else turns up, the whole process is completed again. Activity will take place April 2018 - July 2018, if needed.
2	To perform public health education within a defined radius surrounding a case.	X	Hold neighborhood meeting in the area with the case as public education, not stating that the case was in that neighborhood. Activity will take place April 2018 - July 2018, if needed.
3	To perform adulticiding within a defined radius surrounding a case.	X	The Public Works Department sprays this area for 1.5 hours every morning and evening for at least a week. COH Public Works Department performs trapping activities to see if anything else turns up and sends mosquitos for testing to MSDH. If something else turns up, the whole process is completed again. Activity will take place April 2018 - July 2018, if needed.
4	To perform larval control activities within a defined radius surrounding a case.	X	Larvicide tablets are thrown into standing water. The tablets last 30-60 days. Effectiveness is tested by returning to the area and seeing if mosquitos are still there. Activity will take place April 2018 - July 2018, if needed.
Activity 3. Confirmed Local Transmission: single, locally acquired case, or cases clustered in a single household occurring <2 weeks apart; OR Confirmed Multiperson Local Transmission: virus illnesses with onsets occurring 22 weeks apart but within an approximately 1 mile (1.5 km) diameter			
1	In conjunction with MSDH, perform the same basic elements of response as in Activity 2 with travel-related cases, but increase the intensity of intervention and scale of resources that are committed.	X	An email is sent from the Forrest County Health Department or MSDH regarding a mosquito-borne virus along with a map of the 10-block radius of the infected area. The Public Works Department sprays this area for 1.5 hours every morning and evening for at least a week. The COH Public Works Department performs trapping activities to see if anything else turns up and sends mosquitoes to MSDH for testing. If something else turns up, the whole process is completed again. Activity will take place April 2018 - July 2018, if needed.

Mississippi Local Mosquito Control Support Grant

Subactivity		Check Box	Work Plan Narrative
Strategy 3. Develop a program for insecticide resistance monitoring and management. Insecticide resistance has been demonstrated in almost every class of insecticide. Insecticide resistance, which is an inheritable trait, usually leads to significant reduction in the susceptibility of insect populations which renders insecticide treatments ineffective.			
Activity 1: Include basic insecticide resistance-management techniques:			
1	Utilize physical control/source reduction and biological control methodologies to the maximum extent practicable.	X	The City of Hattiesburg Mosquito Control Program will utilize physical control/source reduction through collecting debris and removing tires. Activity will be conducted June 2017 - July 2018.
2	Avoid the use of the same class of chemical against both immature and adult mosquitoes.		
3	Apply pesticide at the rate recommended on the label. Do not underdose.	X	The City of Hattiesburg Mosquito Control Program applies pesticide at the rate recommended on the label of the chemicals. Activity will take place April 2018 - July 2018.
4	Utilize a different chemical class at the beginning and end of treatment season.		
5	Assess susceptibility at the beginning and sometime during the mosquito season.	X	COH Public Works Department conducts trapping of mosquitoes in areas of the City. Focus on a certain geographical area by placing traps there. Count the mosquitoes that are trapped. Spray in that area for 2-3 weeks and conduct trapping activities again to test for effectiveness. Activity will take place April 2018 - July 2018.
Activity 2: Participate in insecticide resistance studies			
1	Either alone or in conjunction with MSDH, participate in insecticide resistance studies. Bioassays are used to monitor insecticide resistance in mosquitoes. The CDC bottle bioassay determines if a particular formulation (combination of the active ingredient in the insecticide and inactive ingredients) is able to kill a mosquito, at a specific location at a given time. Insecticide selection must be based on resistance testing results. https://goo.gl/EdfDZs	X	The City of Hattiesburg's Mosquito Control Program will participate in insecticide resistance studies in conjunction with MSDH. The City of Hattiesburg's Mosquito Control is very limited in terms of funding and staff but with the support of the MSDH, the City would be able to participate. Activity will take place April 2018 - July 2018.

G. Budget Request

Use the budget spreadsheet to request items for which you would like to receive funds. If you are requesting items that are different from the suggested listed values, list your requested items under 'Other'. All items have to be approved by MSDH prior to purchase.

Item	Budget Justification	Qty	\$/Unit	
SURVEILLANCE				
BG Sentinel 2 Mosquito Trap (Mandatory Ask)	The BG-Sentinel 2 trap is especially attractive for the <i>Aedes aegypti</i> mosquito, the <i>Aedes albopictus</i> mosquito, the <i>Culex quinquefasciatus</i> mosquito, and selected other species. (You must ask for this item and its accessories.)	7	\$223	\$1,561
DC Battery Pack, with charger (12 V/14 AmpHr)	Battery pack for BG Sentinel 2 Mosquito Trap	7	\$170	\$1,190
Human Skin Non-Toxic, Chemical Lure	Used in combination with the BG Sentinel 2 trap, a dispenser which releases a combination of mosquito attractants that are also found on human skin (ammonia, lactic acid, and caproic acid)	7	\$32	\$224
Octenol Lure, 2 grams	Used in combination with the BG Sentinel 2 trap, a lure containing the mosquito attractant octenol, which is also found on human skin	7	\$10	\$70
#1012 New Standard Miniature Light Trap, 6 VDC. (Mandatory Ask)		7	\$151	\$1,057
#1712 CDC Gravid Trap, 6 VDC. (Mandatory Ask)		7	\$95	\$665
#2.30 Sealed, Gelled-Electrolyte Battery, 6 V, 10 Amp Hrs. (Mandatory Ask)		7	\$29	\$203
#2.88.6 Automatic charger for two 6 V batteries, input of 110 AC, 50/60Hz. (Mandatory Ask)		7	\$225	\$1,575
#2.90.6 Automatic charger for one 6 V battery, input of 110 AC, 50/60Hz. (Mandatory Ask)		7	\$123	\$861
MOSQUITO CONTROL				
Truck-Mounted ULV Fogger: London Foggers Model 18-20 High Output ULV Aerosol Generator	A truck-mounted ULV fogger is needed for the application of mosquito adulticides for up to 150 feet away and can be used when the area to be treated is too large to treat by hand or permission has not been given to enter private land.	2	\$9,180	\$18,360
Orion System for use with Model 18-20 ULV Fogger (GPS Navigation)	The Orion System includes GPS, tracking, monitoring, and recording features for adulticide applications.	1	\$7,555	\$7,555

Mississippi Local Mosquito Control Support Grant

Item	Budget Justification	Qty	\$/Unit	
ArroGun Bullet 4-Cycle Hand Carry ULV Fogger	A hand-held ULV fogger is needed for close-range application of mosquito adulticides. Adult activity of <i>Aedes aegypti</i> and <i>Aedes albopictus</i> mosquitoes coincides with the times of highest vehicular traffic in their urban environments and unstable atmospheric conditions, often making aerial or truck adulticiding both impractical and ineffective. Localized spot treatments are sometimes the only effective adulticiding method, especially if the target zone is more than 150 feet away.	2	\$1,539	\$3,078
Stihl SR 450 backpack sprayer/duster for barrier spraying and granular applications	The Stihl SR 450 backpack sprayer is a powerful sprayer/duster that easily converts from liquid to granular applications. This equipment will be ideal for barrier spraying with Tau-fluvalinate, deltamethrin, or bifenthrin or larviciding with an aqueous suspension of <i>Bti</i> or with a granular formulation of s-methoprene.	2	\$756	\$1,512
Curtis DynaFog Blackhawk Electric Start Thermal Aerosol-Fog Petroleum-Based, Resonant Pulse Principle	The Blackhawk thermal fogger can be hand-held or vehicle-mounted. Thermal fogging allows for smaller droplets that stay elevated longer. The cloud allows for better coverage because of its visibility while it travels. The thermal fogger can be used to spray mosquito adulticides or aqueous suspensions of <i>Bti</i> larvicides.	0	\$1,917	\$0

INSECTICIDES

Permanone 30-30, Synthetic pyrethroid (30% permethrin, 30% PBO), 55-gal	Mosquito adulticide	2	\$4,908	\$9,816
Duet, Synthetic Pyrethroid (1% prallethrin, 5% sumithrin, 5% PBO), 30 gal	Mosquito adulticide	0	\$5,874	\$0
Scourge, Synthetic Pyrethroid (4.14% permethrin, 12.42% PBO), 5-gal	Mosquito adulticide	1	\$593	\$593
Mavrick Perimeter, Barrier Spray (22.3% Tau-fluvalinate), 12 x 8 oz/cs	Mosquito adulticide - barrier spray	1	\$377	\$377
Suspend Polyzone, Barrier Spray (4.75% deltamethrin), 4 x 1 gal/cs	Mosquito adulticide - barrier spray	0	\$1,119	\$0
Wisdom TC, Barrier Spray (% bifenthrin), 4 x 1 gal/cs	Mosquito adulticide - barrier spray	1	\$188	\$188
VectoBac 12AS (11.61% Bti) Aqueous Suspension Larvicide, 24 x 1 lb/cs	Aqueous suspension larvicide for large treatment areas	20	\$34	\$680
VectoMax FG (2.7% Bspha+ 4.5% Bti) Fine Granule Larvicide, 24 x 1 lb/cs	Fine granule larvicide	7	\$9	\$63

Mississippi Local Mosquito Control Support Grant

Item	Budget Justification	Qty	\$/Unit	
TRAINING				
Pesticide Applicator Core Training Manual - Applying Pesticides Correctly	Study manual for a MS Pest Control Applicator's license	1	\$30	\$30
Supplemental Training Manual - Public Health Pest Control	Study manual for MS Category 8 Public Health Pesticide Applications Certification	1	\$30	\$30
CONTRACT WORK				
Hire a certified, licensed contractor to perform mosquito control in response to an arbovirus-positive human case.	Contractor will perform adulticiding for at least 2 weeks, with spraying missions occurring intermittently according to pesticide label instructions, within a minimum 165-yard radius. Contractor also will provide a barrier spray according to the pesticide label instructions.	0	\$616	\$0
OTHER				
Please enter description, quantities, and cost for any additional items, along with a justification for why the item is needed.				
Item	Budget Justification	Qty	\$/Unit	Total \$
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total				\$ 49,688

SUB-GRANTEE AGREEMENT FACE SHEET



MISSISSIPPI STATE DEPARTMENT OF HEALTH

(Face Sheet for Department Use Only- DO NOT SEND FACE SHEET TO SUB-GRANTEE)

Document # Due Date New ☒ Renewal ☐ Modification ☐ of

Name of Organization

Contact Person Title

EIN # DUNS # Telephone #

Street Address Post Office Box

City State Zip Code Email

Give the title of the sub-grant brief description of the nature of the sub-grant.

Title: Mississippi Local Mosquito Control Support Grant
City of Hattiesburg's local mosquito control program will conduct surveillance and report data to the Mississippi State
Description: Department of Health Lab-Entomology Program.

Start Date End Date Cost Share or Match (N/A if none)

Total Sub-grant Amount Payment Basis: Monthly ☒ Quarterly ☐ Annually ☐

Amount of funding for last FY Federal Grant ☒ Private Grant ☐ State Funds ☐

If it is a federal grant: Award # Federal Aid # CFDA #

Cost Center(s)	130101050618
Functional Area(s)	13010103000000EP

Internal Order(s)	3000017714 (Z76G)
Funding Source(s)	CDC

Required
☒ Determination Worksheet
☒ Conflicts of Interest
☐ Additional Terms of Agreement
☒ Scope of Work
☒ Budget Justification/Narrative
☐ Approved Federal Indirect Rate
☐ Applicable Assurances
☒ Form 120
☐ Form 115
☐ Other

Personnel Cost	
Salaries	\$ 0
Fringe	\$ 0
Total	\$ 0

Travel Cost	
Mileage	\$ 0
Meals	\$ 0
Lodging	\$ 0

Service Area(s):	Statewide ☐ Region ☒
Other ☐ Please explain:	Forrest and Lamar Counties

**Mississippi State Department of Health
Contractor/Grantee Determination Worksheet
Federal and State Awards**

Agency Division: City of Hattiesburg (Forrest and Lamar)
Name of Organization: _____
Project/Program: Mosquito Surveillance
Completed by: Ashley McKay-Robinson Date: 12/19/2017

Instructions: Answers to the following questions will help determine whether the agreement should be handled as a sub-grantee or vendor/contractor by the agency for accounting purposes. TRUE answers indicate a grantee relationship while FALSE answers indicate a vendor/contractor relationship. The guidance is provided by Federal regulations, OMB Circular A-133 §210.

<i>Does the organization with which the agency has an agreement:</i>	TRUE	FALSE
1. Determine who is eligible to receive what financial assistance;	<u>X</u>	_____
2. Performance get measured against whether the objectives of the program are met;	<u>X</u>	_____
3. Have responsibility for programmatic decisions;	<u>x</u>	_____
4. Have responsibility for adherence to applicable Federal & State program compliance requirements;	<u>X</u>	_____
5. Use the funds to carry out a program of the organization as compared to providing goods and services for a program of the agency;	<u>X</u>	_____
6. Does not provide these goods or services within the organization's normal business operations;	<u>X</u>	_____
7. Does not provide similar goods or services to many different purchasers;	<u>X</u>	_____
8. Does not operate in a competitive environment;	<u>x</u>	_____
9. Does not provide goods or services that are ancillary to the operation of the program;	<u>X</u>	_____
10. Is not subject to compliance requirements of the program.	<u>x</u>	_____
	Sub-grantee	Vendor/ Contractor

The substance of the relationship is more important than the form of the agreement. It is not expected that all of the characteristics will be present and judgment should be used in determining whether an entity is a sub-grantee or a vendor/contractor.

Conclusion: Grantee X Vendor/Contractor _____

If the conclusion is a sub-grantee, the second worksheet is not necessary. If the conclusion is a Vendor/Contractor, fill out the second worksheet to determine if the contractor is a contract worker or an independent contractor.

Mississippi State Department of Health
Sub-Grant Agreement



Mississippi State Department of Health Sub-Grant Agreement
with City of Hattiesburg (Forrest and Lamar)

Agreement No. NU50CK000414-03-04

SECTION 1.0: Parties to the Agreement

This agreement is made this the 1 day of February, 2018, by and between the Mississippi State Department of Health, hereinafter referred to as MSDH, and City of Hattiesburg (Forrest and Lamar), hereinafter referred to as Sub-Grantee.

SECTION 2.0: Period of Performance

This agreement shall be in effect from 2/1/2018 through 7/31/2018.

SECTION 3.0: Purpose

This agreement is established for the purpose of defining the rights and duties of the parties regarding the grant known as ELC Zika Supplemental.

SECTION 4.0: Responsibilities of MSDH and Sub-Grantee

4.1 MSDH Responsibilities:

- 4.1.1 Review and approval of invoices and periodic reports.
- 4.1.2 Review of progress reports on the ongoing activities regarding the sub-grant.
- 4.1.3 Oversight of work and services provided by Sub-Grantee.
- 4.1.4 Other responsibilities as stated in the corresponding grant, proposals, and any attachments hereto.

4.2 Sub-Grantee Responsibilities:

- 4.2.1 The Sub-Grantee is responsible for implementing the work and services as set forth in their proposal and attached as outlined in the attached Scope of Work.
- 4.2.2 The costs incurred must be in accordance with the approved Budget, hereby incorporated and attached hereto, and shall not exceed \$ 49,688.00 unless properly modified and approved. Prior written approval shall be required before deviating from the approved budget.
- 4.2.3 Other responsibilities as stated in the corresponding grant, proposals, and any attachments hereto.

SECTION 5.0: Budget and Finance

- 5.1 **Sub-Grant Value.** Absent a modification in the form required by this agreement, the total amount to be paid by MSDH to Sub-Grantee under the terms of this agreement shall not exceed the amount previously stipulated in Section 4.2.2 of this agreement. All payments made under this agreement shall represent services rendered or actual costs incurred. Sub-Grantee is responsible for any commitments or expenditures in excess of the amounts authorized by MSDH.
- 5.2 **Invoices.** The Sub-Grantee shall submit invoices, as required and in accordance with the grant associated with this agreement or as instructed by MSDH and attached hereto.
- 5.3 **Reimbursement.** The Sub-Grantee assumes sole responsibility for reimbursement to the granting or funding agency of a sum of money equivalent to the amount of any expenditures disallowed should the granting agency, funding agency, or any other authorized agency rule through an audit exception or some other appropriate means, that expenditures from funds allocated to the Sub-Grantee for direct and/or indirect costs were not made in compliance with the regulations of the granting or funding agency or the provisions of the agreement.
- 5.4 **Record Maintenance.** The Sub-Grantee agrees to maintain books, records and documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this agreement to the extent and in such detail as will properly reflect all costs and expenses of whatever nature for which reimbursement is claimed. Such book, records and documents shall be maintained by the Sub-Grantee for three (3) years from the date of close-out or in accordance with the provisions of the grant associated with this agreement, whichever is longer. The books of account and other records which are applicable shall be available with reasonable notice for inspection, review and audit by MSDH to determine proper application and use of all funds paid to the Sub-Grantee.
- 5.5 **Record Inspection and Audit.** MSDH, any sponsor or funding source, the State of Mississippi, any regulatory body of the United States overseeing the grant associated with this agreement, and/or any other authorized representative of any of the foregoing, shall have access to and the right to examine all records, books, papers, or documents which are directly pertinent to, or related to the sub-grant award for the purpose of audit, examination, excerpts, and/or transcripts.
- 5.6 **Purchased Equipment.** Equipment should not be purchased unless itemized in the approved budget or in accordance with the grant associated with this agreement. The use and disposition of any equipment purchased by the Sub-Grantee shall be in accordance with the grant associated with this agreement.

SECTION 6.0: Modification

- 6.1 This agreement may need to be modified, changed or altered due to changing circumstances. Therefore, it is agreed that MSDH or the Sub-Grantee may request modification and that this modification will be prepared in writing and presented to the other party for approval or rejection. Work or purchases relating to any items not specifically outlined by this agreement, the Sub-Grantee's proposal or the grant associated with this agreement may not be paid for unless both parties agree to and execute a written amendment to this agreement.

SECTION 7.0: Assignment

- 7.1 Obligations under this agreement may not be assigned by the Sub-Grantee without prior written approval of MSDH, or in accordance with the grant associated with this agreement.

SECTION 8.0: Standard Terms and Conditions

The Sub-Grantee Certifies and Agrees to the following:

- 8.1 **Authority to Accept Award.** The Sub-Grantee certifies that it has legal authority to apply for the sub-grant and has the institutional, managerial, and financial capability (including where applicable, funds sufficient or in-kind match to pay the applicant's share of the project cost) to ensure proper planning, management, and completion of the project described in this proposal. The Sub-Grantee further certifies (a) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (b) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
- 8.2 **Conflict of Interest.** The Sub-Grantee will establish or maintain safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 8.3 **Applicable Laws.** This Sub-Grant Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of law provisions, and any litigation with respect thereto shall be brought in the courts of the state.
- 8.4 **Compliance with Laws.** The Sub-Grantee shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, and any others as required by the grant that is the subject of this agreement, as they now exist and as they may be amended or modified.
- 8.4.1 **Equal Opportunity.** The Sub-Grantee understands that the State is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is

unlawful and the Sub-Grantee agrees during the term of the agreement that the Sub-Grantee will strictly adhere to this policy in its employment practices and the provision of services.

8.4.2 Employment Verification. The Sub-Grantee will ensure its compliance with the Mississippi Employment Protection Act, §71-11-1, *et seq.*, of the Mississippi Code Annotated, as Amended, and will register and participate in the status verification system for all newly hired employees as required.

8.4.3 Federal Law. Sub-Grantee will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; and (e) the requirements of any other nondiscrimination statute(s) which may apply to the proposal.

8.4.4 Program Specific Law. Sub-Grantee will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this grant or program.

8.5 Sub-Grantee Status. Sub-Grantee agrees that no act performed or representation made, whether oral or written, by the Sub-Grantee with respect to third parties shall be binding on MSDH. The Sub-Grantee shall, at no time act as an agent for MSDH. Nothing herein shall be deemed or construed by MSDH, the Sub-Grantee, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any similar such relationship between MSDH and the Sub-Grantee.

8.6 Representation Regarding Contingent Fees and Gratuities. Sub-Grantee represents that it has not offered, given, or agreed to give or accepted a solicitation or demand for gratuity or offer of employment in connection with any decision or preparation regarding the award of this sub-grant, nor has it retained a person to solicit or secure a sub-grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Sub-Grantee's bid or proposal.

8.7 Public Records Clause. MSDH has the responsibility to oversee and monitor all phases of this Sub-Grant Agreement. Therefore, MSDH shall be responsible for responding to any public records requests pursuant to the Mississippi Public Records Act, Section 25-61-1 *et seq.*, Miss. Code Ann. Documents and records associated with this agreement, including but not limited to, this agreement, proposals, communications, payment requests, etc., may be deemed public records. MSDH shall respond to requests addressed to either of the parties herein. The Sub-Grantee shall notify and provide a copy of any public information request addressed to the Sub-Grantee within one (1) working day. Upon receipt of said request, MSDH shall respond to the request for public information as required by the Mississippi Public Records Act. No party to this agreement shall be

liable to the other party for disclosure of information required by court order or required by law.

- 8.8 **Release of Information.** MSDH, as the State management, regulatory, and enforcement agency, shall have the exclusive right to release data and information acquired as a result of this agreement to the press and public. The Sub-Grantee may release information obtained from this agreement only after obtaining written permission from MSDH.
- 8.9 **Return of Reports, Data, ETC.** Upon conclusion of this agreement, MSDH may request the return of any reports, data, and other information related to this agreement. The Sub-Grantee retains the right to materials used in the performance of the agreement, which were developed by the Sub-Grantee with non-MSDH funds. The MSDH is granted non-exclusive license to copy the materials for use within the State of Mississippi.
- 8.10 **Confidentiality.** Confidential or proprietary information under this Agreement shall not be disclosed by either party. The Sub-Grantee and MSDH agree to treat as confidential and not disclose to any third party without prior written consent information or data which is disclosed under this Agreement and identified as confidential ("Confidential Information"). Notwithstanding the above, the parties acknowledge that the Mississippi Access to Public Records Act governs the disclosure of public records.
- 8.11 **HIPAA Compliance.** Sub-grantee agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, and any amendments therefore, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this agreement.
- 8.12 **Indemnification.** Sub-grantee shall indemnify, defend, save and hold harmless, protect, and exonerate the MSDH, its board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Sub-grantee and/or its partners, principles, agents, employees, and/or subcontractors in the performance of or failure to perform this agreement. In MSDH's sole discretion, Sub-grantee may be allowed to control the defense of any such claim, suit, etc. In the event Sub-grantee defends said claim, suit, etc., Sub-grantee shall use legal counsel acceptable to MSDH. Sub-grantee shall be solely responsible for all costs and/or expenses associated with such defense, and the MSDH shall be entitled to participate in said defense. Sub-grantee shall not settle any claim, suit, etc., without the MSDH's concurrence which the MSDH shall not unreasonably withhold.
- Sub-grantee shall not be obligated to indemnify MSDH for liabilities which arise due to the negligence of MSDH or its employees. MSDH's liability, as an entity of the State of Mississippi, shall be determined pursuant to and subject to the limitations of the Mississippi Tort Claims Act, Mississippi Code Annotated § 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering the liability or of eliminating any defense available to the MSDH or State under statute.

Section 9.0 Termination and Notice

- 9.1 **Right to Terminate.** Either party to this agreement may terminate this agreement by written notice (via U.S. certified mail, return receipt requested) of termination to the other party in accordance with the “Notices” section of this agreement. Except as provided below, all obligations under this agreement shall cease at the expiration of thirty (30) calendar days from receipt of written notice by the non-terminating party of the notice of termination.
- 9.2 **Costs.** Sub-Grantee shall be paid for costs incurred at the time of termination, if any, and shall deliver to MSDH an invoice for costs incurred. It is expressly understood payment is subject to the “Availability of Funds” as stated in this agreement.
- 9.3 **Availability of Funds.** It is expressly understood and agreed that the obligation of the MSDH to proceed under this agreement is conditioned upon the availability of funds from the responsible party and/or the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, this agreement between the MSDH and Sub-Grantee shall be terminated upon notice by MSDH to Sub-Grantee of the same. Termination of this agreement due to lack of funding will be immediate following notice of such termination by MSDH to Sub-Grantee. The effective date of termination shall be as specified in the notice of termination.
- 9.4 **Notices.** Notices of termination and any other notices required to be given under this agreement by each party shall be mailed or e-mailed to the following addresses:

For Grantor

NAME: Dr. James Stewart

TITLE: Director, Office of Communicable Diseases

ADDRESS: 570 Woodrow Wilson, P.O. Box 1700
Jackson, MS 39215-1700

E-MAIL: james.stewart@msdh.ms.gov

TELEPHONE: 601-576-7725

For Sub-Grantee

NAME: Katie Weeks

TITLE: Grant oordinato, Urban Development

ADDRESS: P.O. Box 1898
Hattiesburg, MS 39403

E-MAIL: kweeks@hattiesburgms.com

TELEPHONE: 601-545-6223

Section 10.0 Enforceability

10.1 **THIS AGREEMENT IS NOT FULLY EXECUTED OR LEGALLY BINDING UNTIL SIGNED BY THE MSDH CHIEF ADMINISTRATIVE OFFICER.** Any work performed prior to the full execution of this agreement may not be reimbursed.

IN WITNESS WHEREOF, this agreement is duly executed.

For the Mississippi State Department of Health

Chief Administrative Officer
For the State Health Officer
Agreement **EXECUTED** With This Signature

Date

For the SUB-GRANTEE:

Sub-Grantee Authorized Signature and Title

Date

CONFLICTS OF INTEREST

(Please attach additional pages, as needed, to address each question)

1. List all other current agreements/contracts with MSDH. **Include** the dollar amount with the agreement/contract beginning and ending dates. If no other funds are received, please mark N/A.

MSDH Program Name	Dollar Amount	Beginning Date	Ending Date
Local Mosquito Control Support Grant	\$49,688	2/1/2018	7/31/2018

2. Please list each member's name of your organization's Board of Directors or other governing body (i.e., trustees, alderman, partners, owner).

Toby Barker, Mayor

Jeffrey George, Ward 1 Councilman

Deborah Delgado, Ward 2 Councilwoman

Carter Carroll, Ward 3 Councilman

Mary Dryden, Ward 4 Councilwoman

Nicholas Brown, Ward 5 Councilman

- a. **Are any members of the governing body or project staff also MSDH employees?** ☐ Yes ☒ No

If the **answer is YES**, please list the name of each employee and their position held with MSDH.

N/A

- b. **Are any members of the governing body or project staff also spouses, parents, or children of MSDH employees?** ☐ Yes ☒ No

If the **answer is YES**, please list the name of each employee and their position held with MSDH.

The above information was provided by:

Katie Weeks

Grant Coordinaator

1/8/2018

Print Name

Title

Date

And is true and correct to the best of my knowledge.

ADDITIONAL TERMS OF AGREEMENT

(Please use this page for addition, deletion or any other type of modification of the agreement; pages 1-7)

THESE ADDITIONAL TERMS OF AGREEMENT ARE NOT FULLY EXECUTED OR LEGALLY BINDING UNTIL SIGNED BY THE MSDH CHIEF ADMINISTRATIVE OFFICER. Any work performed prior to the full execution of this agreement may not be reimbursed.

IN WITNESS WHEREOF, this agreement is duly executed.

For the Mississippi State Department of Health:

Chief Administrative Officer
For the State Health Officer
Agreement **EXECUTED** With This Signature

Date

For the SUB-GRANTEE:

Sub-Grantee Authorized Signature and Title

Date

SCOPE OF WORK

see attached

BUDGET AND JUSTIFICATION

(Please refer to the Sub-grantee Manual, SECTION IV, PAGE 12-13, for an example of the required budget and its justification.)

see attached

SUB-GRANTEE AGREEMENT FACE SHEET

(Face Sheet for Department Use Only- DO NOT SEND FACE SHEET TO SUB-GRANTEE)

Document # Due Date New ☒ Renewal ☐ Modification ☐ of

Name of Organization

Contact Person Title

EIN # DUNS # Telephone #

Street Address Post Office Box

City State Zip Code Email

Give the title of the sub-grant brief description of the nature of the sub-grant.

Title: Mississippi Local Mosquito Control Support Grant
City of Hattiesburg's local mosquito control program will conduct surveillance and report data to the Mississippi State
Description: Department of Health Lab-Entomology Program.

Start Date End Date Cost Share or Match (N/A if none)

Total Sub-grant Amount Payment Basis: Monthly ☒ Quarterly ☐ Annually ☐

Amount of funding for last FY Federal Grant ☒ Private Grant ☐ State Funds ☐

If it is a federal grant: Award # Federal Aid # CFDA #

Cost Center(s)	130101050618	Internal Order(s)	3000017714 (Z76G)	Required ☒ Determination Worksheet ☒ Conflicts of Interest ☐ Additional Terms of Agreement ☒ Scope of Work ☒ Budget Justification/Narrative ☐ Approved Federal Indirect Rate ☐ Applicable Assurances ☒ Form 120 ☐ Form 115 ☐ Other
Functional Area(s)	13010103000000EP	Funding Source(s)	CDC	

Personnel Cost	Travel Cost	Service Area(s): ☐ Statewide ☒ Region ☒
Salaries \$ 0	Mileage \$ 0	Other ☐ Please explain: Forrest and Lamar Counties
Fringe \$ 0	Meals \$ 0	
Total \$ 0	Lodging \$ 0	

**Mississippi State Department of Health
Contractor/Grantee Determination Worksheet
Federal and State Awards**

Agency Division: City of Hattiesburg (Forrest and Lamar)

Name of Organization: _____

Project/Program: Mosquito Surveillance

Completed by: Ashley McKay-Robinson Date: 12/19/2017

Instructions: Answers to the following questions will help determine whether the agreement should be handled as a sub-grantee or vendor/contractor by the agency for accounting purposes. **TRUE** answers indicate a grantee relationship while **FALSE** answers indicate a vendor/contractor relationship. The guidance is provided by Federal regulations, OMB Circular A-133 §210.

<i>Does the organization with which the agency has an agreement:</i>	TRUE	FALSE
1. Determine who is eligible to receive what financial assistance;	<u>X</u>	_____
2. Performance get measured against whether the objectives of the program are met;	<u>X</u>	_____
3. Have responsibility for programmatic decisions;	<u>x</u>	_____
4. Have responsibility for adherence to applicable Federal & State program compliance requirements;	<u>X</u>	_____
5. Use the funds to carry out a program of the organization as compared to providing goods and services for a program of the agency;	<u>X</u>	_____
6. Does not provide these goods or services within the organization's normal business operations;	<u>X</u>	_____
7. Does not provide similar goods or services to many different purchasers;	<u>X</u>	_____
8. Does not operate in a competitive environment;	<u>x</u>	_____
9. Does not provide goods or services that are ancillary to the operation of the program;	<u>X</u>	_____
10. Is not subject to compliance requirements of the program.	<u>x</u>	_____
	Sub-grantee	Vendor/ Contractor

The substance of the relationship is more important than the form of the agreement. It is not expected that all of the characteristics will be present and judgment should be used in determining whether an entity is a sub-grantee or a vendor/contractor.

Conclusion: Grantee X Vendor/Contractor _____

If the conclusion is a sub-grantee, the second worksheet is not necessary. If the conclusion is a Vendor/Contractor, fill out the second worksheet to determine if the contractor is a contract worker or an independent contractor.

**Mississippi State Department of Health
Sub-Grant Agreement**



**Mississippi State Department of Health Sub-Grant Agreement
with** City of Hattiesburg (Forrest and Lamar)

Agreement No. NU50CK000414-03-04

SECTION 1.0: Parties to the Agreement

This agreement is made this the 1 day of February, 2018, by and between the Mississippi State Department of Health, hereinafter referred to as MSDH, and City of Hattiesburg (Forrest and Lamar), hereinafter referred to as Sub-Grantee.

SECTION 2.0: Period of Performance

This agreement shall be in effect from 2/1/2018 through 7/31/2018.

SECTION 3.0: Purpose

This agreement is established for the purpose of defining the rights and duties of the parties regarding the grant known as ELC Zika Supplemental.

SECTION 4.0: Responsibilities of MSDH and Sub-Grantee

4.1 MSDH Responsibilities:

- 4.1.1 Review and approval of invoices and periodic reports.
- 4.1.2 Review of progress reports on the ongoing activities regarding the sub-grant.
- 4.1.3 Oversight of work and services provided by Sub-Grantee.
- 4.1.4 Other responsibilities as stated in the corresponding grant, proposals, and any attachments hereto.

4.2 Sub-Grantee Responsibilities:

- 4.2.1 The Sub-Grantee is responsible for implementing the work and services as set forth in their proposal and attached as outlined in the attached Scope of Work.
- 4.2.2 The costs incurred must be in accordance with the approved Budget, hereby incorporated and attached hereto, and shall not exceed \$ 49,688.00 unless properly modified and approved. Prior written approval shall be required before deviating from the approved budget.
- 4.2.3 Other responsibilities as stated in the corresponding grant, proposals, and any attachments hereto.

SECTION 5.0: Budget and Finance

- 5.1 **Sub-Grant Value.** Absent a modification in the form required by this agreement, the total amount to be paid by MSDH to Sub-Grantee under the terms of this agreement shall not exceed the amount previously stipulated in Section 4.2.2 of this agreement. All payments made under this agreement shall represent services rendered or actual costs incurred. Sub-Grantee is responsible for any commitments or expenditures in excess of the amounts authorized by MSDH.
- 5.2 **Invoices.** The Sub-Grantee shall submit invoices, as required and in accordance with the grant associated with this agreement or as instructed by MSDH and attached hereto.
- 5.3 **Reimbursement.** The Sub-Grantee assumes sole responsibility for reimbursement to the granting or funding agency of a sum of money equivalent to the amount of any expenditures disallowed should the granting agency, funding agency, or any other authorized agency rule through an audit exception or some other appropriate means, that expenditures from funds allocated to the Sub-Grantee for direct and/or indirect costs were not made in compliance with the regulations of the granting or funding agency or the provisions of the agreement.
- 5.4 **Record Maintenance.** The Sub-Grantee agrees to maintain books, records and documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this agreement to the extent and in such detail as will properly reflect all costs and expenses of whatever nature for which reimbursement is claimed. Such book, records and documents shall be maintained by the Sub-Grantee for three (3) years from the date of close-out or in accordance with the provisions of the grant associated with this agreement, whichever is longer. The books of account and other records which are applicable shall be available with reasonable notice for inspection, review and audit by MSDH to determine proper application and use of all funds paid to the Sub-Grantee.
- 5.5 **Record Inspection and Audit.** MSDH, any sponsor or funding source, the State of Mississippi, any regulatory body of the United States overseeing the grant associated with this agreement, and/or any other authorized representative of any of the foregoing, shall have access to and the right to examine all records, books, papers, or documents which are directly pertinent to, or related to the sub-grant award for the purpose of audit, examination, excerpts, and/or transcripts.
- 5.6 **Purchased Equipment.** Equipment should not be purchased unless itemized in the approved budget or in accordance with the grant associated with this agreement. The use and disposition of any equipment purchased by the Sub-Grantee shall be in accordance with the grant associated with this agreement.

SECTION 6.0: Modification

- 6.1 This agreement may need to be modified, changed or altered due to changing circumstances. Therefore, it is agreed that MSDH or the Sub-Grantee may request modification and that this modification will be prepared in writing and presented to the other party for approval or rejection. Work or purchases relating to any items not specifically outlined by this agreement, the Sub-Grantee's proposal or the grant associated with this agreement may not be paid for unless both parties agree to and execute a written amendment to this agreement.

SECTION 7.0: Assignment

- 7.1 Obligations under this agreement may not be assigned by the Sub-Grantee without prior written approval of MSDH, or in accordance with the grant associated with this agreement.

SECTION 8.0: Standard Terms and Conditions

The Sub-Grantee Certifies and Agrees to the following:

- 8.1 **Authority to Accept Award.** The Sub-Grantee certifies that it has legal authority to apply for the sub-grant and has the institutional, managerial, and financial capability (including where applicable, funds sufficient or in-kind match to pay the applicant's share of the project cost) to ensure proper planning, management, and completion of the project described in this proposal. The Sub-Grantee further certifies (a) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (b) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
- 8.2 **Conflict of Interest.** The Sub-Grantee will establish or maintain safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 8.3 **Applicable Laws.** This Sub-Grant Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of law provisions, and any litigation with respect thereto shall be brought in the courts of the state.
- 8.4 **Compliance with Laws.** The Sub-Grantee shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, and any others as required by the grant that is the subject of this agreement, as they now exist and as they may be amended or modified.
- 8.4.1 **Equal Opportunity.** The Sub-Grantee understands that the State is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is

unlawful and the Sub-Grantee agrees during the term of the agreement that the Sub-Grantee will strictly adhere to this policy in its employment practices and the provision of services.

8.4.2 **Employment Verification.** The Sub-Grantee will ensure its compliance with the Mississippi Employment Protection Act, §71-11-1, et seq., of the Mississippi Code Annotated, as Amended, and will register and participate in the status verification system for all newly hired employees as required.

8.4.3 **Federal Law.** Sub-Grantee will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; and (e) the requirements of any other nondiscrimination statute(s) which may apply to the proposal.

8.4.4 **Program Specific Law.** Sub-Grantee will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this grant or program.

8.5 **Sub-Grantee Status.** Sub-Grantee agrees that no act performed or representation made, whether oral or written, by the Sub-Grantee with respect to third parties shall be binding on MSDH. The Sub-Grantee shall, at no time act as an agent for MSDH. Nothing herein shall be deemed or construed by MSDH, the Sub-Grantee, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any similar such relationship between MSDH and the Sub-Grantee.

8.6 **Representation Regarding Contingent Fees and Gratuities.** Sub-Grantee represents that it has not offered, given, or agreed to give or accepted a solicitation or demand for gratuity or offer of employment in connection with any decision or preparation regarding the award of this sub-grant, nor has it retained a person to solicit or secure a sub-grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Sub-Grantee's bid or proposal.

8.7 **Public Records Clause.** MSDH has the responsibility to oversee and monitor all phases of this Sub-Grant Agreement. Therefore, MSDH shall be responsible for responding to any public records requests pursuant to the Mississippi Public Records Act, Section 25-61-1 *et seq.*, Miss. Code Ann. Documents and records associated with this agreement, including but not limited to, this agreement, proposals, communications, payment requests, etc., may be deemed public records. MSDH shall respond to requests addressed to either of the parties herein. The Sub-Grantee shall notify and provide a copy of any public information request addressed to the Sub-Grantee within one (1) working day. Upon receipt of said request, MSDH shall respond to the request for public information as required by the Mississippi Public Records Act. No party to this agreement shall be

liable to the other party for disclosure of information required by court order or required by law.

- 8.8 **Release of Information.** MSDH, as the State management, regulatory, and enforcement agency, shall have the exclusive right to release data and information acquired as a result of this agreement to the press and public. The Sub-Grantee may release information obtained from this agreement only after obtaining written permission from MSDH.
- 8.9 **Return of Reports, Data, ETC.** Upon conclusion of this agreement, MSDH may request the return of any reports, data, and other information related to this agreement. The Sub-Grantee retains the right to materials used in the performance of the agreement, which were developed by the Sub-Grantee with non-MSDH funds. The MSDH is granted non-exclusive license to copy the materials for use within the State of Mississippi.
- 8.10 **Confidentiality.** Confidential or proprietary information under this Agreement shall not be disclosed by either party. The Sub-Grantee and MSDH agree to treat as confidential and not disclose to any third party without prior written consent information or data which is disclosed under this Agreement and identified as confidential ("Confidential Information"). Notwithstanding the above, the parties acknowledge that the Mississippi Access to Public Records Act governs the disclosure of public records.
- 8.11 **HIPAA Compliance.** Sub-grantee agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, and any amendments therefore, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this agreement.
- 8.12 **Indemnification.** Sub-grantee shall indemnify, defend, save and hold harmless, protect, and exonerate the MSDH, its board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Sub-grantee and/or its partners, principles, agents, employees, and/or subcontractors in the performance of or failure to perform this agreement. In MSDH's sole discretion, Sub-grantee may be allowed to control the defense of any such claim, suit, etc. In the event Sub-grantee defends said claim, suit, etc., Sub-grantee shall use legal counsel acceptable to MSDH. Sub-grantee shall be solely responsible for all costs and/or expenses associated with such defense, and the MSDH shall be entitled to participate in said defense. Sub-grantee shall not settle any claim, suit, etc., without the MSDH's concurrence which the MSDH shall not unreasonably withhold.
- Sub-grantee shall not be obligated to indemnify MSDH for liabilities which arise due to the negligence of MSDH or its employees. MSDH's liability, as an entity of the State of Mississippi, shall be determined pursuant to and subject to the limitations of the Mississippi Tort Claims Act, Mississippi Code Annotated § 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering the liability or of eliminating any defense available to the MSDH or State under statute.

Section 9.0 Termination and Notice

- 9.1 **Right to Terminate.** Either party to this agreement may terminate this agreement by written notice (via U.S. certified mail, return receipt requested) of termination to the other party in accordance with the "Notices" section of this agreement. Except as provided below, all obligations under this agreement shall cease at the expiration of thirty (30) calendar days from receipt of written notice by the non-terminating party of the notice of termination.
- 9.2 **Costs.** Sub-Grantee shall be paid for costs incurred at the time of termination, if any, and shall deliver to MSDH an invoice for costs incurred. It is expressly understood payment is subject to the "Availability of Funds" as stated in this agreement.
- 9.3 **Availability of Funds.** It is expressly understood and agreed that the obligation of the MSDH to proceed under this agreement is conditioned upon the availability of funds from the responsible party and/or the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, this agreement between the MSDH and Sub-Grantee shall be terminated upon notice by MSDH to Sub-Grantee of the same. Termination of this agreement due to lack of funding will be immediate following notice of such termination by MSDH to Sub-Grantee. The effective date of termination shall be as specified in the notice of termination.
- 9.4 **Notices.** Notices of termination and any other notices required to be given under this agreement by each party shall be mailed or e-mailed to the following addresses:

For Grantor

NAME: Dr. James Stewart
TITLE: Director, Office of Communicable Diseases
ADDRESS: 570 Woodrow Wilson, P.O. Box 1700
Jackson, MS 39215-1700
E-MAIL: james.stewart@msdh.ms.gov
TELEPHONE: 601-576-7725

For Sub-Grantee

NAME: Katie Weeks
TITLE: Grant oordinato, Urban Development
ADDRESS: P.O. Box 1898
Hattiesburg, MS 39403
E-MAIL: kweeks@hattiesburgms.com
TELEPHONE: 601-545-6223

Section 10.0 Enforceability

- 10.1 **THIS AGREEMENT IS NOT FULLY EXECUTED OR LEGALLY BINDING UNTIL SIGNED BY THE MSDH CHIEF ADMINISTRATIVE OFFICER.** Any work performed prior to the full execution of this agreement may not be reimbursed.

IN WITNESS WHEREOF, this agreement is duly executed.

For the Mississippi State Department of Health

Chief Administrative Officer
For the State Health Officer
Agreement **EXECUTED** With This Signature

Date

For the SUB-GRANTEE:

_____, Mayor
Sub-Grantee Authorized Signature and Title

1-16-18
Date

CONFLICTS OF INTEREST

(Please attach additional pages, as needed, to address each question)

1. List all other current agreements/contracts with MSDH. **Include** the dollar amount with the agreement/contract beginning and ending dates. If no other funds are received, please mark N/A.

MSDH Program Name	Dollar Amount	Beginning Date	Ending Date
Local Mosquito Control Support Grant	\$49,688	2/1/2018	7/31/2018

2. Please list each member's name of your organization's Board of Directors or other governing body (i.e., trustees, alderman, partners, owner).

Toby Barker, Mayor

Jeffrey George, Ward 1 Councilman

Deborah Delgado, Ward 2 Councilwoman

Carter Carroll, Ward 3 Councilman

Mary Dryden, Ward 4 Councilwoman

Nicholas Brown, Ward 5 Councilman

- a. **Are any members of the governing body or project staff also MSDH employees?** ☐ Yes ☒ No

If the answer is YES, please list the name of each employee and their position held with MSDH.

N/A

- b. **Are any members of the governing body or project staff also spouses, parents, or children of MSDH employees?** ☐ Yes ☒ No

If the answer is YES, please list the name of each employee and their position held with MSDH.

The above information was provided by:

Katie Weeks

Grant Coordinatoor

1/8/2018

Print Name

Title

Date

And is true and correct to the best of my knowledge.

ADDITIONAL TERMS OF AGREEMENT

(Please use this page for addition, deletion or any other type of modification of the agreement; pages 1-7)

THESE ADDITIONAL TERMS OF AGREEMENT ARE NOT FULLY EXECUTED OR LEGALLY BINDING UNTIL SIGNED BY THE MSDH CHIEF ADMINISTRATIVE OFFICER. Any work performed prior to the full execution of this agreement may not be reimbursed.

IN WITNESS WHEREOF, this agreement is duly executed.

For the Mississippi State Department of Health:

Chief Administrative Officer
For the State Health Officer
Agreement **EXECUTED** With This Signature

Date

For the SUB-GRANTEE:

_____, Mayor
Sub-Grantee Authorized Signature and Title

1-16-18
Date

SCOPE OF WORK

see attached

BUDGET AND JUSTIFICATION

(Please refer to the Sub-grantee Manual, SECTION IV, PAGE 12-13, for an example of the required budget and its justification.)

see attached



MISSISSIPPI STATE DEPARTMENT OF HEALTH

Mississippi Local Mosquito Control Support Grant Program

The Center for Disease Control and Prevention (CDC) in partnership with the Mississippi State Department of Health (MSDH) is offering a grant opportunity for MSDH to work with the community to create a vector-control prevention program. These efforts aim to reduce infections due to West Nile Virus (WNV), Zika virus, and other mosquito-borne viruses of public health importance. The MSDH Office of Communicable Diseases, after careful review, has pinpointed locations in specific counties that meet the criteria and that would benefit from having a vector-control prevention program in place. The locations were selected based on population size, historical collection data, and vector potential.

Activities described in the grant application must be completed by July 31, 2018. This program provides funds for the purchase of equipment, training, and contract work towards strengthening the capacity of mosquito-borne disease prevention and control programs. These funds are not available for the hiring of personnel. The average award (reimbursed by invoice only and proper documentation from the strategies listed in the grant) will be ~ \$40,000 per grantee and based on the following:

- Quality and completeness of grant application
- Demonstration of infrastructure needed to support a sustained mosquito control program for future years
- Mosquito control capacity and implementation

Strategies and Outcomes

- The primary focus of the grant is for jurisdictions to utilize three strategies:
 - Develop and implement vector control capacity
 - Develop a mosquito-borne disease response plan
 - Develop a program for insecticide resistance and management
- Intended outcomes of the grant program:
 - Trained workforce better prepared to respond to arboviral disease cases and outbreaks
 - Improved mosquito control and prevention, as well as monitoring of insecticide resistance and management
 - Weekly report of trapped data to MSDH during seasonal operations and proper documentation for surveillance, education, and outreach for three (3) years
 - Quality completeness of the mosquito-borne disease response plan and proper documentation during the disease response
 - Demonstration of mosquito control best practices, including integrated mosquito management

The activities in this program are set up to continue to collect data and to strengthen our outbreak response plan in areas with vector potential. The **minimum** required time for surveillance data is three (3) years, with proper documentation submitted to MSDH. Please read the application thoroughly and if you have any questions, please contact Tina Nations at 601-576-7918.

570 East Woodrow Wilson • Post Office Box 1700 • Jackson, MS 39215-1700

601-576-8090 • 1-866-HLTHY4U • www.HealthyMS.com

Equal Opportunity in Employment/Services

Mississippi Local Mosquito Control Support Grant

A. Applicant Information

Please complete the fields below; place an 'X' in check boxes.

1. Jurisdiction Type	☐ City/Town	☐ County	☐ Other
2. Jurisdiction Name	City of Hattiesburg		
3. County	Forrest/Lamar		
4. Applicant Name	Lindsay Coleman		
5. Applicant Title	Grant Coordinator		
6. Applicant Email	grntwtr@hattiesburgms.com		
7. Applicant Phone	601.554.1014		

8. Please enter a brief overview of jurisdiction's current mosquito control efforts. If no current efforts are being undertaken, please say "No current mosquito control efforts."

The City of Hattiesburg's Mosquito Control Program is responsible for administering and implementing mosquito control activities within the City limits. The Mosquito Control Program operates out of the Public Works Department, Health Division. The City of Hattiesburg utilizes the concept of Integrated Pest Management for mosquito control. The Mosquito Control Program operates with 12 employees who are full-time in other capacities with the Public Works Department. In addition to mosquito control, the Health Division of the Public Works Department cuts grass, cleans ditches, performs demolition, sprays herbicides, picks up leaves, moves standing water and picks up litter. While working in the Mosquito Control Program, these 12 employees work overtime; they work either three hours overtime in the morning or at night conducting mosquito control activities. Each employee works a total of 15 hours overtime a week on mosquito control activities. The City of Hattiesburg's Mosquito Control Program is seasonal and operates April through November. The Mosquito Control Program performs chemical control through fogging and larvicide; public education through mosquito control tips on the City website; source reduction through collecting tires, removing debris and removing standing water from ditches; active monitoring of areas with depilated or abandoned pools and reporting it to code enforcement as well as respond to the public's complaints of mosquitoes. The spraying schedule is composed of morning and evening crews. The City of Hattiesburg is divided into Wards 1-5 and those Wards are split in two for spraying purposes. The morning crew sprays the top of the ward, while the evening crew sprays the bottom half of the ward. Four trucks have water-based spray and one truck has oil-based spray. The oil-based truck rotates from Ward to Ward each day on each shift.

9. Mosquito Control Program	☐ Year-round	☐ Seasonal
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B. Problem Statement

Review the Problem Statement below. In a short paragraph, articulate the Problem Statement's applicability and special considerations to your jurisdiction.

West Nile virus is the leading cause of domestically-acquired mosquito-borne disease in the United States. Several other domestic mosquito-borne viruses also cause seasonal outbreaks and sporadic disease, such as eastern equine encephalitis and La Crosse. Other exotic arboviruses are threats for introduction into the U.S. (for example, chikungunya, yellow fever, Japanese encephalitis, and Zika viruses). Different mosquito vectors, viruses, animal hosts, and environmental factors contribute to variations in geographic distribution, disease incidence, clinical manifestations, and outcomes.

The public health infrastructure for addressing mosquito-borne diseases in some Mississippi jurisdictions is inadequate for a variety of reasons, including insufficient funding, equipment, supplies, and staffing of trained personnel.

The City of Hattiesburg's public health infrastructure is inadequate to effectively fight mosquitoes due to insufficient funding. The current City of Hattiesburg Mosquito Control Program does not have a dedicated budget. Insecticides are purchased out of the chemical budget line item. As far as a personnel budget for mosquito control, the City of Hattiesburg pays full-time Public Works employees overtime to administer mosquito control activities. The City of Hattiesburg would like to have a mosquito control division that is devoted to mosquito-related endeavors, however there is not funding for such a division. The City of Hattiesburg is at capacity with its current spraying schedule of morning and night. Additional funding would allow employees to receive further training and education, purchase advanced technology in surveillance as well as equipment. This funding from MSDH will also allow for the COH to implement its own surveillance activities. The success of the current City of Hattiesburg's Mosquito Control Program depends on budget funding to provide maintenance to mosquito equipment and vehicles, purchase materials and provide overtime compensation to employees who operate mosquito equipment after hours. Furthermore, the City of Hattiesburg seeks to eliminate using water-based sprays and only use oil-based sprays. Oil-based solutions are thicker, denser, and last longer on surfaces. With the price of mosquito chemicals increasing and officials continuing to decrease budget funding, additional funding is integral to combat mosquito-borne diseases.

Mississippi Local Mosquito Control Support Grant

C. Current Budget

Enter the average dollar amount under Annual Budget that is allotted for your jurisdiction's mosquito control program. Enter the Personnel Budget as a separate line item from your Overall Budget. In the white space under the item, provide any comments you might have (optional).

Category	Annual Budget
Overall Budget (Excluding Personnel)	\$ 31,047
The City of Hattiesburg, Public Works Department, Health Division has a chemical budget, not solely a mosquito control budget. \$31,047 is the amount spent on chemicals in 2017 so far.	
Personnel	\$128,874
The Personnel Budget is comprised of 12 employees who work 15 hours overtime a week in order to perform mosquito control efforts. Employees either work 3 hours overtime in the morning or evening, depending on what shift they are working. Mosquito control is performed April-November or 35 weeks a year.	
Total	\$159,922

Mississippi Local Mosquito Control Support Grant

D. Current Capacity

Please indicate under Quantity the number or amount of items currently owned. In the white space under the item, please provide a brief description.

Category	Qty
Equipment	
Hand-carry ULV sprayer	0
Hand-carry thermal fogger	0
Backpack ULV sprayer	2
Backpack thermal fogger	0
Truck-mounted or trailer-mounted ULV sprayer	5
Other-type vehicle mounted ULV sprayer	0
GPS Navigation for Mosquito Control	0
Residual Sprayer or granular/liquid larvicide applicator	0
Powered backpack (sprayer/duster for liquid and granular applications)	0
Pump-type	0
Hose-end	0
Vehicle-mounted or trailer-mounted (e.g., liquid power gun)	0
Mosquito traps	0
BG Sentinel trap	0
Gravid trap	0
CDC light trap	0
EVS trap	0
Fay-Prince trap	0
Wilton trap	0
Autocidal gravid ovitrap	0
Little Black Jar (LBJ) trap	0
Other	0
Other	0
Adulticide	
Permanone 30-30, Synthetic pyrethroid (30% permethrin, 30% PBO)	1
Aqua Perm-X UL 30-30 mixed with water	4

Mississippi Local Mosquito Control Support Grant

D. Current Capacity

Please indicate under Quantity the number or amount of items currently owned. In the white space under the item, please provide a brief description.

Category	Qty
Larvicide	
Altosid XR and 4 star briquets	2
Equipment calibration and maintenance	
Oil-based equipment callabration 10 oz per minute and water-based equipment callabration 10 oz per minute; Equipment is inspected daily before each spraying cycle	Daily
Educational Outreach	
City website, news outlets, brochures	Daily
Source Reduction	
Collecting tires, cleaning ditches of standing water, debris removal	Daily
Surveillance	
Health Department	As Needed
Contracts (Aerial, Ground, Etc.)	
N/A	

Mississippi Local Mosquito Control Support Grant

E. Current Staff

Please list all staff associated with mosquito control, with their titles, brief description of their role with mosquitoes, whether they personally perform mosquito control, whether they have their Category 8 Pesticide Applicator's License, and whether they are Full or Part Time.

#	Name	Title	Role with Mosquitoes	MMVCA Member	Performs Mosquito Control	Cat. 8 License	FT/PT
1	Keith Parks	Division Manager	Manager	N	N	N	PT
2	Tim Bass	Crew Worker	Sprayer	N	Y	N	PT
3	Charles Page	Foreman	Sprayer	N	Y	Y	PT
4	Claude Knight	Equipment Operator	Sprayer	N	Y	N	PT
5	Ben Davis	Equipment Operator	Sprayer	N	Y	N	PT
6	Derrick Richmond	Mechanic	Sprayer	N	Y	N	PT
7	Greg McDougal	Mechanic	Sprayer	N	Y	N	PT
8	Lana Thomas	Assistant Division Manager	Sprayer	N	Y	N	PT
9	Lynch Terrell	Equipment Operator	Sprayer	N	Y	N	PT
10	Cliff Griffin	Equipment Operator	Sprayer	N	Y	N	PT
11	Joseph McSwain	Foreman	Sprayer	N	Y	N	PT
12	George Ray	Foreman	Sprayer	N	Y	Y	PT
13							
14							
15							
16							
17							
18							
19							
20							

Mississippi Local Mosquito Control Support Grant

F. Work Plan

For each activity, provide detailed descriptions and timelines for each grant strategy. Discuss your jurisdiction's ability to conduct the work (capacity) and include performance measures. A performance measure is a *quantifiable* indicator used to assess how well an organization is achieving its desired objectives. Place an 'X' in the Check Box if the activity will be performed.

Subactivity		Check Box	Work Plan Narrative
Strategy 1: Develop and implement vector control capacity			
Activity 1. Mosquito Control Staffing			
1	Ensure that all staff are appropriately trained and certified or licensed. Seek a Category 8 Public Health Pest Control certification and keep current every three years.		
Activity 2. Public Education			
1	Institute a public education program emphasizing personal responsibility, ways in which people can prevent mosquito breeding, and how they can reduce the risk of being bitten by observing personal protection measures.	X	Hold public meetings by Ward of the City or by neighborhood association on source reduction and breeding. Have examples at meeting of source reduction. Assess performance through a follow-up meeting or by going door-to-door. Activity will be conducted October 2017 - July 2018.
2	Institute community cleanup programs to eliminate larval habitats from backyards, commercial sites and abandoned premises.	X	Deliberate with president of neighborhood associations to launch community cleanup days for source reduction through removal of abandoned properties and placing larvicide into abandoned pools of water. Assess performance through conducting trapping activities. Conduct two assessments of mosquito trappings to see if the number of mosquitoes has decreased. Activity will be conducted October 2017 - July 2018.
Activity 3. Participate in DHEC Mosquito-Borne Disease Surveillance and <i>Aedes aegypti</i> and <i>Aedes albopictus</i> mapping program			
1	Submit mosquitoes for virus testing to MSDH PHL. (Mandatory)	X	COH Public Works Department submits mosquitoes for virus testing to MSDH. Assess effectiveness by looking at the mosquito ratio at one point in time and then a second point in time. Activity will be conducted April 2018 - July 2018.
2	Conduct mosquito surveillance activities to assess presence/absence of <i>Aedes aegypti</i> and <i>Aedes albopictus</i> mosquitoes. (Mandatory)	X	COH Public Works Department conducts trapping of mosquitoes. Focus on a certain geographical area by placing traps there. Count the mosquitoes that are trapped. Spray in that area for 2-3 weeks and conduct trapping activities again to test for effectiveness. Activity will be conducted April 2018 - July 2018.

Mississippi Local Mosquito Control Support Grant

Subactivity		Check Box	Work Plan Narrative
Activity 4. Mosquito Control			
1	Clearly define a statement of services or deliverables for the following three actions. Each of these needs to be discussed in terms of: (1) <i>Actions</i> to be performed; (2) <i>Area</i> to be covered; and (3) <i>Resources</i> [equipment, vehicles, staff, insecticides, etc.] that will be provided. Explain your jurisdiction's ability to obtain financial support for mosquito control activities OR demonstrate sustainability of a mosquito control program without continued financial support, whether operated for nuisance control or to protect the public's health. Local taxes and fees are common sources for funding programs.		
	Source Reduction (Environmental Sanitation) and Education. Remove and dispose of water-holding containers that may allow mosquito larvae and pupae to develop. Disseminate educational materials as appropriate for the type of housing and areas where containers may be found. Explain timing and repetitiveness of inspections.	X	The City of Hattiesburg already participates in Source Reduction and Education through the removal and disposal of water-holding containers and the dissemination of educational materials. Wards 1-5 are the areas covered. The 12 paid staff of the Mosquito Control Program complete these tasks. Financial support of mosquito control activities come from local taxes and fees. Activity will be conducted June 2017 - July 2018.
	Door-to-Door Home Visits.	X	The City of Hattiesburg already participates in door-to-door home visits in Wards 1-5. The 12 paid staff of the Mosquito Control Program conduct the visits. Financial support of mosquito control activities come from local taxes and fees. Activity will be conducted June 2017 - July 2018.
	Larvicides or Pupicides. Use chemicals or biological agents to kill or prevent development of mosquito immature stages.	X	The City of Hattiesburg already participates in using larvicides to kill and/or prevent the development of mosquitoes in Wards 1-5. The 12 paid staff of the Mosquito Control Program conduct this task with insecticides, equipment and vehicles. Financial support of mosquito control activities come from local taxes and fees. Activity will be conducted June 2017 - July 2018.
	Adulticides. Use chemicals or biological agents to kill or prevent development of mosquito adult stages.	X	The City of Hattiesburg already participates in using adulticides to kill and/or prevent the development of mosquito adult stages in Wards 1-5. The 12 paid staff of the Mosquito Control Program conduct this task with insecticides, equipment and vehicles. Financial support of mosquito control activities come from local taxes and fees. Activity will be conducted June 2017 - July 2018.
2	Institute basic mosquito population monitoring to define the problem and determine the effectiveness of mosquito control. (Mandatory)	X	Assess performance of mosquito population control methods through conducting mosquito trapping activities. Conduct two assessments of mosquito trappings to see if the number of mosquitoes has decreased. Activity will be conducted April 2018 - July 2018.
3	Properly store, maintain, and calibrate mosquito control equipment.	X	The City of Hattiesburg Public Works Department ensures that the mosquito control equipment is properly stored and maintained. Mosquito control equipment is properly calibrated before spraying begins each April. If the chemicals do not work, the equipment will be recalibrated. Activity will be conducted June 2017 - July 2018.
4	Adhere to Mosquito Control Best Practices as defined by the AMCA: American Mosquito Control Association. Best Management Practices for Integrated Mosquito Management 2009. Available at goo.gl/78TPrX		
5	Ensure the willingness of your jurisdiction to enter into a mutual aid agreement with a neighboring jurisdiction to share resources for mosquito control and how that sharing might occur.		The City of Hattiesburg does not have the resources to enter into a mutual aid agreement with a neighboring jurisdiction for mosquito control.

Mississippi Local Mosquito Control Support Grant

Subactivity	Check Box	Work Plan Narrative
Strategy 2: Develop a mosquito-borne disease response plan.		
Activity 1: Preparedness - vector present or possible in the jurisdiction		
1 Appoint a representative to coordinate mosquito-borne disease response efforts for your jurisdiction and serve as your designated Point of Contact (POC) to DHEC.	X	The City of Hattiesburg Public Works Department will appoint an individual to become certified in Category 8 Public Health Pest Control and become a member of the MMCVA. This individual will serve as the designated Point of Contact to DHEC. Activity will be conducted October 2017 - July 2018.
2 Review and assess your local mosquito control capacity and capability. If you do not currently have a vector control program, consider establishing a mutual aid agreement for mosquito control services with a neighboring jurisdiction.		
3 Review (or develop as needed) a vector-borne disease preparedness and response plan, and tailor as appropriate for Zika.	X	The current vector-borne disease preparedness and response plan can be tailored to responding to Zika. When the Public Works Department receives notification from either the State Health Department or the Forrest County Health Department regarding a vector-borne disease, a map of the 10-block radius of the infected area is sent. The Public Works Department sprays this area for 1.5 hours every morning and evening for at least a week. Then COH Public Works Department performs trapping activities to see if anything else turns up and submits mosquitos to MSDH for testing. If something else turns up, the whole process is completed again. Activity will be conducted October 2017 - July 2018.
4 Ensure coordination with state public health officials so vector control and human surveillance activities can be linked.	X	COH Public Works Department collaborates with MSDH on vector control and human surveillance activities as the above work plan outlines. MSDH trains COH on surveillance activities. COH Public Works collaborates with COH GIS Division on creating and implementing a GIS system to monitor major sources of larval/adult mosquitoes and document areas where control measures have been implemented. Activity will be conducted October 2017 - July 2018, with the majority of the activities taking place April 2018 - July 2018.
5 Initiate a public awareness campaign, with primary messaging focusing on personal protection against mosquitoes (e.g., "fight the bite") and residential source reduction (e.g., "tip 'n toss").	X	Raise awareness of mosquito preparedness through neighborhood meetings, school outreach activities and by having booths at community events such as Hub Fest, Earth Day, Right Way to Throw Away and Night Out Against Crime. Assess the effectiveness through follow-up meetings. Activity will take place October 2017 - July 2018.
6 Plan preparedness and mitigation activities to reduce the likelihood of transmission from mosquitoes, including: reduce habitat/potential breeding sites, initiate community clean-up efforts, initiate public information campaigns encouraging yard clean up, use of insecticides, encourage placement of window screens etc.	X	Conduct source reduction activities, spray, conduct door-to-door education and awareness, collect tires daily, pick up debris and anything that can hold water daily and wipe out ditches that hold water daily. Activity will be conducted April 2018 - July 2018.
7 Review and, as necessary, conduct mosquito surveillance activities to assess presence of <i>Aedes aegypti</i> and <i>Aedes albopictus</i> mosquitoes.		

Mississippi Local Mosquito Control Support Grant

Subactivity	Check Box	Work Plan Narrative
Activity 2: Suspected/Confirmed Travel-Associated Case - Mosquito Season - travel-related or sexually transmitted cases		
1 Enact the county's established notification process for a confirmed case of mosquito-borne virus and formulate a plan of action/response. Upon Notification from MSDH, activate response activities to be performed once a travel case has been identified.	X	An email is sent from the Forrest County Health Department or MSDH regarding a mosquito-borne virus along with a map of the 10-block radius of the infected area. The Public Works Department sprays this area for 1.5 hours every morning and evening for at least a week. Then the COH Public Works Department performs trapping activities to see if anything else turns up and sends mosquitoes for testing to MSDH. If something else turns up, the whole process is completed again. Activity will take place April 2018 - July 2018, if needed.
2 To perform public health education within a defined radius surrounding a case.	X	Hold neighborhood meeting in the area with the case as public education, not stating that the case was in that neighborhood. Activity will take place April 2018 - July 2018, if needed.
3 To perform adulticiding within a defined radius surrounding a case.	X	The Public Works Department sprays this area for 1.5 hours every morning and evening for at least a week. COH Public Works Department performs trapping activities to see if anything else turns up and sends mosquitos for testing to MSDH. If something else turns up, the whole process is completed again. Activity will take place April 2018 - July 2018, if needed.
4 To perform larval control activities within a defined radius surrounding a case.	X	Larvicide tablets are thrown into standing water. The tablets last 30-60 days. Effectiveness is tested by returning to the area and seeing if mosquitos are still there. Activity will take place April 2018 - July 2018, if needed.
Activity 3. Confirmed Local Transmission: single, locally acquired case, or cases clustered in a single household occurring <2 weeks apart; OR Confirmed Multiperson Local Transmission: virus illnesses with onsets occurring ≥2 weeks apart but within an approximately 1 mile (1.5 km) diameter		
1 In conjunction with MSDH, perform the same basic elements of response as in Activity 2 with travel-related cases, but increase the intensity of intervention and scale of resources that are committed.	X	An email is sent from the Forrest County Health Department or MSDH regarding a mosquito-borne virus along with a map of the 10-block radius of the infected area. The Public Works Department sprays this area for 1.5 hours every morning and evening for at least a week. The COH Public Works Department performs trapping activities to see if anything else turns up and sends mosquitoes to MSDH for testing. If something else turns up, the whole process is completed again. Activity will take place April 2018 - July 2018, if needed.

Mississippi Local Mosquito Control Support Grant

Subactivity		Check Box	Work Plan Narrative
Strategy 3. Develop a program for insecticide resistance monitoring and management. Insecticide resistance has been demonstrated in almost every class of insecticide. Insecticide resistance, which is an inheritable trait, usually leads to significant reduction in the susceptibility of insect populations which renders insecticide treatments ineffective.			
Activity 1: Include basic insecticide resistance-management techniques:			
1	Utilize physical control/source reduction and biological control methodologies to the maximum extent practicable.	X	The City of Hattiesburg Mosquito Control Program will utilize physical control/source reduction through collecting debris and removing tires. Activity will be conducted June 2017 - July 2018.
2	Avoid the use of the same class of chemical against both immature and adult mosquitoes.		
3	Apply pesticide at the rate recommended on the label. Do not underdose.	X	The City of Hattiesburg Mosquito Control Program applies pesticide at the rate recommended on the label of the chemicals. Activity will take place April 2018 - July 2018.
4	Utilize a different chemical class at the beginning and end of treatment season.		
5	Assess susceptibility at the beginning and sometime during the mosquito season.	X	COH Public Works Department conducts trapping of mosquitoes in areas of the City. Focus on a certain geographical area by placing traps there. Count the mosquitoes that are trapped. Spray in that area for 2-3 weeks and conduct trapping activities again to test for effectiveness. Activity will take place April 2018 - July 2018.
Activity 2: Participate in insecticide resistance studies			
1	Either alone or in conjunction with MSDH, participate in insecticide resistance studies. Bioassays are used to monitor insecticide resistance in mosquitoes. The CDC bottle bioassay determines if a particular formulation (combination of the active ingredient in the insecticide and inactive ingredients) is able to kill a mosquito, at a specific location at a given time. Insecticide selection must be based on resistance testing results. https://goo.gl/EdfDZs	X	The City of Hattiesburg's Mosquito Control Program will participate in insecticide resistance studies in conjunction with MSDH. The City of Hattiesburg's Mosquito Control is very limited in terms of funding and staff but with the support of the MSDH, the City would be able to participate. Activity will take place April 2018 - July 2018.

G. Budget Request

Use the budget spreadsheet to request items for which you would like to receive funds. If you are requesting items that are different from the suggested listed values, list your requested items under 'Other'. All items have to be approved by MSDH prior to purchase.

Item	Budget Justification	Qty	\$/Unit
SURVEILLANCE			
BG Sentinel 2 Mosquito Trap (Mandatory Ask)	The BG-Sentinel 2 trap is especially attractive for the <i>Aedes aegypti</i> mosquito, the <i>Aedes albopictus</i> mosquito, the <i>Culex quinquefasciatus</i> mosquito, and selected other species. (You must ask for this item and its accessories.)	7	\$223
DC Battery Pack, with charger (12 V/14 AmpHr)	Battery pack for BG Sentinel 2 Mosquito Trap	7	\$170
Human Skin Non-Toxic, Chemical Lure	Used in combination with the BG Sentinel 2 trap, a dispenser which releases a combination of mosquito attractants that are also found on human skin (ammonia, lactic acid, and caproic acid)	7	\$32
Octenol Lure, 2 grams	Used in combination with the BG Sentinel 2 trap, a lure containing the mosquito attractant octenol, which is also found on human skin	7	\$10
#1012 New Standard Miniature Light Trap, 6 VDC. (Mandatory Ask)		7	\$151
#1712 CDC Gravid Trap, 6 VDC. (Mandatory Ask)		7	\$95
#2.30 Sealed, Gelled-Electrolyte Battery, 6 V, 10 Amp Hrs. (Mandatory Ask)		7	\$29
#2.88.6 Automatic charger for two 6 V batteries, input of 110 AC, 50/60Hz. (Mandatory Ask)		7	\$225
#2.90.6 Automatic charger for one 6 V battery, input of 110 AC, 50/60Hz. (Mandatory Ask)		7	\$123
MOSQUITO CONTROL			
Truck-Mounted ULV Fogger: London Foggers Model 18-20 High Output ULV Aerosol Generator	A truck-mounted ULV fogger is needed for the application of mosquito adulticides for up to 150 feet away and can be used when the area to be treated is too large to treat by hand or permission has not been given to enter private land.	2	\$9,180
Orion System for use with Model 18-20 ULV Fogger (GPS Navigation)	The Orion System includes GPS, tracking, monitoring, and recording features for adulticide applications.	1	\$7,555

Mississippi Local Mosquito Control Support Grant

Item	Budget Justification	Qty	\$/Unit
ArroGun Bullet 4-Cycle Hand Carry ULV Fogger	A hand-held ULV fogger is needed for close-range application of mosquito adulticides. Adult activity of <i>Aedes aegypti</i> and <i>Aedes albopictus</i> mosquitoes coincides with the times of highest vehicular traffic in their urban environments and unstable atmospheric conditions, often making aerial or truck adulticiding both impractical and ineffective. Localized spot treatments are sometimes the only effective adulticiding method, especially if the target zone is more than 150 feet away.	2	\$1,539
Stihl SR 450 backpack sprayer/duster for barrier spraying and granular applications	The Stihl SR 450 backpack sprayer is a powerful sprayer/duster that easily converts from liquid to granular applications. This equipment will be ideal for barrier spraying with Tau-fluvalinate, deltamethrin, or bifenthrin or larviciding with an aqueous suspension of <i>Bti</i> or with a granular formulation of s-methoprene.	2	\$756
Curtis DynaFog Blackhawk Electric Start Thermal Aerosol-Fog Petroleum-Based, Resonant Pulse Principle	The Blackhawk thermal fogger can be hand-held or vehicle-mounted. Thermal fogging allows for smaller droplets that stay elevated longer. The cloud allows for better coverage because of its visibility while it travels. The thermal fogger can be used to spray mosquito adulticides or aqueous suspensions of <i>Bti</i> larvicides.	0	\$1,917

INSECTICIDES

Permanone 30-30, Synthetic pyrethroid (30% permethrin, 30% PBO), 55-gal	Mosquito adulticide	2	\$4,908	\$9,816
Duet, Synthetic Pyrethroid (1% prallethrin, 5% sumithrin, 5% PBO), 30 gal	Mosquito adulticide	0	\$5,874	\$0
Scourge, Synthetic Pyrethroid (4.14% permethrin, 12.42% PBO), 5-gal	Mosquito adulticide	1	\$593	\$593
Mavrick Perimeter, Barrier Spray (22.3% Tau-fluvalinate), 12 x 8 oz/cs	Mosquito adulticide - barrier spray	1	\$377	\$377
Suspend Polyzone, Barrier Spray (4.75% deltamethrin), 4 x 1 gal/cs	Mosquito adulticide - barrier spray	0	\$1,119	\$0
Wisdom TC, Barrier Spray (% bifenthrin), 4 x 1 gal/cs	Mosquito adulticide - barrier spray	1	\$188	\$188
VectoBac 12AS (11.61% Bti) Aqueous Suspension Larvicide, 24 x 1 lb/cs	Aqueous suspension larvicide for large treatment areas	20	\$34	\$680
VectoMax FG (2.7% Bspha+ 4.5% Bti) Fine Granule Larvicide, 24 x 1 lb/cs	Fine granule larvicide	7	\$9	\$63

Mississippi Local Mosquito Control Support Grant

Item	Budget Justification	Qty	\$/Unit
TRAINING			
Pesticide Applicator Core Training Manual - Applying Pesticides Correctly	Study manual for a MS Pest Control Applicator's license	1	\$30
Supplemental Training Manual - Public Health Pest Control	Study manual for MS Category 8 Public Health Pesticide Applications Certification	1	\$30
CONTRACT WORK			
Hire a certified, licensed contractor to perform mosquito control in response to an arbovirus-positive human case.	Contractor will perform adulticiding for at least 2 weeks, with spraying missions occurring intermittently according to pesticide label instructions, within a minimum 165-yard radius. Contractor also will provide a barrier spray according to the pesticide label instructions.	0	\$616
OTHER			
Please enter description, quantities, and cost for any additional items, along with a justification for why the item is needed.			
Item	Budget Justification	Qty	\$/Unit
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total			\$ 49,688



City of Hattiesburg, MS

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

Master

File Number: 2018-133

File ID: 2018-133

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 01/08/2018

Brief Title: Acknowledge receipt of permanent utility easement
from Grady L. Myrick, Jr. - Tax Parcel No.
2-040J-32-110.00

Final Action:

Minute Book Number: MB2018-17

Title:

Acknowledge receipt of a permanent utility easement across a portion of Tax Parcel No. 2-040J-32-110.00 from Grady L. Myrick, Jr.; Authorize City Clerk to record with Forrest County.

Notes:

Agenda Date: 01/16/2018

Indexes:

Agenda Number: VI.-2

Sponsors:

Enactment Date:

Attachments: Easement - Myrick

Enactment Number:

Contact:

Meeting Date: 01/16/2018

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Special Called Meeting	01/16/2018					
1	City Council	01/16/2018					

Text of Legislative File 2018-133

Title

Acknowledge receipt of a permanent utility easement across a portion of Tax Parcel No. 2-040J-32-110.00 from Grady L. Myrick, Jr.; Authorize City Clerk to record with Forrest County.

Summary

Acknowledge receipt of a permanent utility easement across a portion of Tax Parcel No. 2-040J-32-110.00 from Grady L. Myrick, Jr.; Authorize City Clerk to record with Forrest County.

THE STATE OF MISSISSIPPI

County of Forrest

City of Hattiesburg

For and in consideration of the sum of One dollar /100 Dollars (\$ 1.00), and other good and valuable considerations, including the benefits to be derived herefrom, the receipt and sufficiency of which is hereby acknowledged, I/we, the undersigned, hereby grant, bargain, sell, and convey unto the **City of Hattiesburg**, Mississippi, a municipal corporation, a Permanent Access Easement over, across and upon a parcel of real property described as being located in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described as follows, to-wit:

A part of Lot 101 of Timberton Residential Community, Phase II, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof in the Office of the Chancery Clerk of said County, and being more particularly described as **Commencing** at a ½ Inch Rebar representing the Northeast Corner of said Lot 101 and a Point on the Western Right of Way Line of Dornach, a paved public roadway, thence run Southeasterly along an Arc to the Left and said Western Right of Way Line for 26.49 feet to a ½ Inch Rebar, said Arc having a Radius of 59.89 feet, a Chord Bearing S06°20'52"E and a Chord Distance of 26.27 feet, thence run Southeasterly along an Arc to the Right and said Western Right of Way Line for 8.12 feet to a ½ Inch Rebar representing the **Point of Beginning**, said Arc having a Radius of 100.00 feet, a Chord Bearing of S16°34'29"E and a Chord Distance of 8.12 feet; thence continue Southeasterly along said Arc to the Right and said Western Right of Way Line for 7.89 feet to a ½ Inch Rebar, said Arc having a Radius of 100.00 feet, a Chord Bearing of S11°59'17"E and a Chord Distance of 7.88 feet, thence run N84°02'47"W for 159.88 feet to a Point on the West Line of said Lot 101, thence run N32°05'06"W along said West Line for 9.52 feet to the Northwest Corner of said Lot 101 (Witness Corner: from the Northwest Corner of said Lot 101, run S84°02'47"E for 20.00 feet to a ½ Inch Rebar), thence run S84°02'47"E for 163.32 feet to the **Point of Beginning**, comprising **0.03 Acres (1,212 Square Feet)**,

Grady L. & Myra S. Myrick
County Tax Parcel No.: 2-040J-32-110.00

more or less.

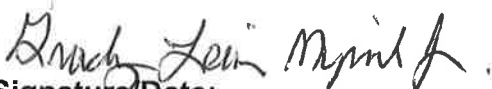
The above described parcel being a 7.50 foot wide Permanent Utility Easement crossing the Real Property in the County of Forrest Land Records, Deed Book 1105, Page 240, Tax Parcel No.: 2-040J-32-110.00.

The Grantee herein is given full rights to do whatever may be necessary and proper for the enjoyment of the rights granted herein, including the right of ingress and egress and the right to clear said easement of selected vegetation such as shrubs, trees, and other vegetation, change of grade, installation and/or removal of pavements and any other structure named herein or otherwise as may be necessary to access a Sewer Pump Station. Grantee will restore any damage caused by this action.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of said access including change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness our signatures this the 20 day of October A.D. 2017


Signature/Date:

Print Name:

Grady Lewis Myrick Jr.

Signature/Date:

Print Name:

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said

County and State, on this 20th day of October, 2017, within

my jurisdiction, the within named Grady Lewis Myrick, Jr.
Instrument Signer Name

and _____ who acknowledged before me that
Instrument Signer Name

they signed, executed and delivered the above and foregoing instrument on the day

and year therein as their own free and voluntary act and deed.

Kathleen M. Hartfield (NOTARY PUBLIC)

(SEAL)

My commission expires: _____





City of Hattiesburg, MS

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

Master

File Number: 2018-134

File ID: 2018-134

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 01/08/2018

Brief Title: Acknowledge receipt of permanent utility easement from Linda W. Barrack-portion of Tax Parcel No. 2-040J-32-110.00 and 2-040J-32-111.00

Final Action:

Minute Book Number: MB2018-17

Title:

Acknowledge receipt of a permanent utility easement across a portion of Tax Parcel No. 2-040J-32-110.00 and 2-040J-32-111.00 from Linda W. Barrack; Authorize City Clerk to record with Forrest County.

Notes:

Agenda Date: 01/16/2018

Indexes:

Agenda Number: VI.-3

Sponsors:

Enactment Date:

Attachments: Easement - Barrack

Enactment Number:

Contact:

Meeting Date: 01/16/2018

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Special Called Meeting	01/16/2018					
1	City Council	01/16/2018					

Text of Legislative File 2018-134

Title

Acknowledge receipt of a permanent utility easement across a portion of Tax Parcel No. 2-040J-32-110.00 and 2-040J-32-111.00 from Linda W. Barrack; Authorize City Clerk to record with Forrest County.

Summary

Acknowledge receipt of a permanent utility easement across a portion of Tax Parcel No.

2-040J-32-110.00 and 2-040J-32-111.00 from Linda W. Barrack; Authorize City Clerk to record with Forrest County.

THE STATE OF MISSISSIPPI

County of Forrest

City of Hattiesburg

For and in consideration of the sum of Ten
/100 Dollars (\$ 10.00), and other good and valuable considerations, including the benefits to be derived herefrom, the receipt and sufficiency of which is hereby acknowledged, I/we, the undersigned, hereby grant, bargain, sell, and convey unto the **City of Hattiesburg**, Mississippi, a municipal corporation, a Permanent Access Easement over, across and upon a parcel of real property described as being located in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described as follows, to-wit:

A part of Lots 101 & 102A of Timberton Residential Community, Phase II, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof in the Office of the Chancery Clerk of said County, and being more particularly described as **Commencing** at a ½ Inch Rebar representing the Northeast Corner of said Lot 101 and a Point on the Western Right of Way Line of Dornach, a paved public roadway, thence run Southeasterly along an Arc to the Left and said Western Right of Way Line for 26.49 feet to a ½ Inch Rebar representing the **Point of Beginning**, said Arc having a Radius of 59.89 feet, a Chord Bearing S06°20'52"E and a Chord Distance of 26.27 feet; thence run Southeasterly along an Arc to the Right and said Western Right of Way Line for 8.12 feet to a ½ Inch Rebar, said Arc having a Radius of 100.00 feet, a Chord Bearing of S16°34'29"E and a Chord Distance of 8.12 feet, thence run N84°02'47"W for 163.32 feet to the Northwest Corner of said Lot 101 (Witness Corner: from the Northwest Corner of said Lot 101, run S84°02'47"E for 20.00 feet to a ½ Inch Rebar), thence run N32°05'06"W along the West Line of said Lot 102A for 9.52 feet to a ½ Inch Rebar, thence run S84°02'47"E for 166.08 feet to the **Point of Beginning**, comprising **0.03 Acres (1,236 Square Feet)**, more or less.

The above described parcel being a 7.50 foot wide Permanent Utility

Easement crossing the Real Property in the County of Forrest Land Records, Deed Book 803, Page 531, Tax Parcel No. 2-04J-32-111.00 and Deed Book 1105, Page 240, Tax Parcel No.: 2-040J-32-110.00.

The Grantee herein is given full rights to do whatever may be necessary and proper for the enjoyment of the rights granted herein, including the right of ingress and egress and the right to clear said easement of selected vegetation such as shrubs, trees, and other vegetation, change of grade, installation and/or removal of pavements and any other structure named herein or otherwise as may be necessary to access a Sewer Pump Station. Grantee agrees to *repair* any damage that may occur to the Grantor's *property* as a result of the exercise of its rights under this Easement, included but not limited to any damage to Grantor's home, car or person. Any grade change performed will not adversely effect the drainage on the Grantee's property. Grantee will erect and maintain a fence around lift station.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind. This is a Permanent Access Easement and shall run with the land.

Witness my signature this the 5th day of January A.D. 2018

Signature/Date:

Print Name:

Linda W. Barrack
Linda W. BARRACK

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said
County and State, on this 5th day of January, 20 18, within
my jurisdiction, the within named Linda W. Barrack
Instrument Signer Name
who acknowledged before me that she signed, executed and delivered the above
and foregoing instrument on the day and year therein as their own free and
voluntary act and deed.

Kathleen M. Hartfield (NOTARY PUBLIC)

(SEAL)

My commission expires: _____





City of Hattiesburg, MS

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

Master

File Number: 2018-128

File ID: 2018-128

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Deborah Bourne

File Created: 01/08/2018

Brief Title: Approve the sale of grave spaces

Final Action:

Minute Book Number: MB2018-17

Title:

Approve the sale of grave spaces, per attached receipts, memos and deeds.

Notes:

Agenda Date: 01/16/2018

Indexes:

Agenda Number: VI.-4

Sponsors:

Enactment Date:

Attachments: Memos (01-16-18), Receipts (01-16-18), Deeds1 (01-16-18), Deeds2 (01-16-18), executed Deeds (01-16-18)

Enactment Number:

Contact:

Meeting Date: 01/16/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Special Called Meeting	01/16/2018					
1	City Council	01/16/2018					

Text of Legislative File 2018-128

Title

Approve the sale of grave spaces, per attached receipts, memos and deeds.

Summary

Approve the sale of grave spaces.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: December 29, 2017

The following represents the grave spaces sold on December 29, 2017

Leander Hathorn, Jr

(1) Space \$ 175.00

North Half (N1/2) of the Southwest Quarter (SW1/4)

Lot 36, Section 34, Highland Cemetery

Randy & Beth Jamison

(1) Space \$ 175.00

North Half (N1/2) of the Southwest Quarter (SW1/4)

Lot 16, Section 37, Highland Cemetery

Randy & Beth Jamison

(1) Space \$ 175.00

South Half (S1/2) of the Northwest Quarter (NW1/4)

Lot 16, Section 37, Highland Cemetery

Kymmori Joy Amos-Walley (Infant)

(1) Space \$ 37.50

North Half (N1/2) of the Southwest Quarter (SW1/4)

Lot 35, Section 2, South Hill Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: January 2, 2018

The following represents the grave spaces sold on January 2, 2018

Mamie Palmer

(1) Space \$ 175.00

North Half (N1/2) of the Southeast Quarter (SE1/4)

Lot 38, Section 28, Highland Cemetery

Leona Hazelwood

(1) Space \$ 175.00

South Half (S1/2) of the Southeast Quarter (SE1/4)

Lot 68, Section 36, Highland Cemetery

Larry Collins

(2) Spaces \$ 350.00

Northeast Quarter (NE1/4)

Lot 9, Section 7, Highland Cemetery

Wanda Coomer

(2) Spaces \$ 350.00

Southeast Quarter (SE1/4)

Lot 9, Section 7, Highland Cemetery

Mack Stribbling

(1) Space \$ 175.00

South Half (S1/2) of the Southwest Quarter (SW1/4)

Lot 7, Section 35, Highland Cemetery

James & Tamela Taylor

(1) Space \$ 175.00

South Half (S1/2) of the Northwest Quarter (NW1/4)

Lot 56, Section 36, Highland Cemetery

James & Tamela Taylor

(2) Spaces \$350.00

Southwest Quarter (SW1/4)

Lot 56, Section 36, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: January 4, 2018

The following represents the grave spaces sold on January 4, 2018

Otis Griffin, Jr

(1) Space \$ 175.00

South Half (S1/2) of the Northwest Quarter (NW1/4)

Lot 50, Section 28, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: January 8, 2018

The following represents the grave spaces sold on January 8, 2018

Calvin Drake

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 24, Section 37, Highland Cemetery

Beulah Ware

(1) Space \$ 175.00

North Half (N1/2) of the Southwest Quarter (SW1/4)

Lot 54, Section 35, Highland Cemetery

Beulah Ware

(2) Spaces \$ 350.00

Northwest Quarter (NW1/4)

Lot 54, Section 35, Highland Cemetery

Beulah Ware

(3) Spaces \$ 350.00

Northeast Quarter (NE1/4)

Lot 54, Section 35, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-21 2017

SOLD TO:

Mr.. Mrs. Miss Leander Hathorn, Jr

ADDRESS 401 Maple St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 36 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK # 3495

CITY OF HATTIESBURG, MISSISSIPPI

By Chas. Nelson
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-27 2017

SOLD TO:

Mr.. Mrs. Miss Bandy & Beth Jamison

ADDRESS 106 Hampton Place, Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 16 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK # 7364

CITY OF HATTIESBURG, MISSISSIPPI

By Chas. Nelson
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-27 2017

SOLD TO:

Mr.. Mrs. Miss Bandy & Beth Jamison

ADDRESS 106 Hampton Place, Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 16 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK # 7364

CITY OF HATTIESBURG, MISSISSIPPI

By Chas. Nelson
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-22 2017

SOLD TO:

Mr.. Mrs. Miss Kymmori Joy Annis-Walley

ADDRESS 3116 Dixie Ave. Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 35 Section No. 2 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 37.50

Price Received \$ 37.50

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Chas. Nelson
Supt. of City Cemeteries

Mail to:
Carrick Palmer
125 Lexington DR.
Hattiesburg, MS 39402

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12/29/ 20 17

SOLD TO:

Mr. Mrs. Miss Mamie Palmer

ADDRESS 822 New Orleans St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 38 Section No. 28 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Debrah Boone
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12/29 20 17

SOLD TO:

Mr. Mrs. Miss Leona Hazelwood

ADDRESS 207 Hartfield Rd. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 68 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Debrah Boone
Supt. of City Cemeteries

Mail to:
95 High Meadows Circle
Petal, MS 39465

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12/29/ 20 17

SOLD TO:

Mr. Mrs. Miss Larry Collins

ADDRESS 805 Hardy St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

NE $\frac{1}{2}$ $\frac{1}{4}$ Lot No. 9 Section No. 7 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

ck # 2023

CITY OF HATTIESBURG, MISSISSIPPI

By Debrah Boone
Supt. of City Cemeteries

Mail to:
95 High Meadows Circle
Petal, MS 39465

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12/29 20 17

SOLD TO:

Mr. Mrs. Miss Wanda Coomer

ADDRESS 805 Hardy St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

SE $\frac{1}{2}$ $\frac{1}{4}$ Lot No. 9 Section No. 7 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

ck # 2023

CITY OF HATTIESBURG, MISSISSIPPI

By Debrah Boone
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12/29/ 20 17

SOLD TO:

Mr., Mrs. Miss Mack Str. bblng
ADDRESS 116 Mc Lennan Rd Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 7 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

ck # 11650

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah E. Rame
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-29 20 17

SOLD TO:

Mr., Mrs. Miss James E. Tamela Taylor
ADDRESS 61 Fair Lake Dr. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 56 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

ck # 3359

CITY OF HATTIESBURG, MISSISSIPPI

By Dan Gibson
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-29 20 17

SOLD TO:

Mr., Mrs. Miss James E. Tamela Taylor
ADDRESS 61 Fair Lake Dr. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

SW 1/4 Lot No. 56 Section No. 36 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

ck # 3359

CITY OF HATTIESBURG, MISSISSIPPI

By Dan Gibson
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01-03 20 17

SOLD TO:

Mr., Mrs. Miss Clis Griffin, Jr
ADDRESS 1223 North Main St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

SW 1/2 NW 1/4 Lot No. 50 Section No. 28 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Dan Gibson
Supt. of City Cemeteries

ma. 1 to:
200 Dixie Ave
Petrol. MS. 39405

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01/04/2017

SOLD TO:
Mr. Mrs. Miss Calvin Drake
ADDRESS 1258 Richburg Rd, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SW 1/4 Lot No. 24 Section No. 37 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00
CASH

CITY OF HATTIESBURG, MISSISSIPPI
By Deborah Boone
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01/05/2018

SOLD TO:
Mr. Mrs. Miss Bewlah Ware
ADDRESS 1104 West 5th St, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 54 Section No. 35 in Highland Cemetery

Space # 2
Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00
ck# 62858

CITY OF HATTIESBURG, MISSISSIPPI
By Deborah Boone
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01/05/2018

SOLD TO:
Mr. Mrs. Miss Bewlah Ware
ADDRESS 1104 West 5th St, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW 1/4 Lot No. 54 Section No. 35 in Highland Cemetery

Space # 3, 4
Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00
ck# 62858

CITY OF HATTIESBURG, MISSISSIPPI
By Deborah Boone
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01/05/2018

SOLD TO:
Mr. Mrs. Miss Bewlah Ware
ADDRESS 1104 West 5th St, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NE 1/4 Lot No. 54 Section No. 35 in Highland Cemetery

Space # 7, 8
Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00
ck# 62858

CITY OF HATTIESBURG, MISSISSIPPI
By Deborah Boone
Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Leander Hathorn, Jr., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 36

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of January, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of January, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Randy & Beth Jamison, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 16

Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of January, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of January, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Randy & Beth Jamison, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 16

Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of January, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of January, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THIRTY-SEVEN AND 50/100 Dollars (\$37.50), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Kymmori Joy Amos-Walley (Infant) subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Southwest Quarter (SW1/4)

Lot Number: 35

Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of January 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E a L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of January 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Mamie Palmer, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 38

Section 28

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of January, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of January, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Leona Hazelwood, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 68

Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of January, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of January, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Larry Collins, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 9 Section Number 7

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of January, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of January, 2018

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Wanda Coomer, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¹/₄)

Lot Number 9 Section Number 7

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of January, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of January, 2018

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Mack Stribbling, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 7

Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of January, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of January, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto James & Tamela Taylor, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 56

Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of January, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of January, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, James & Tamela Taylor, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¼)

Lot Number 56 Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of January, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of January, 2018

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Otis Griffin, Jr., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 50

Section 28

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of January, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of January, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Calvin Drake, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¹/₄)

Lot Number 24 Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of January, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of January, 2018

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Beulah Ware, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 54

Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of January, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of January, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Beulah Ware, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 54 Section Number 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of January, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of January, 2018

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Beulah Ware, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¹/₄)

Lot Number 54 Section Number 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of January, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of January, 2018

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Leander Hathorn, Jr., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 36 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of January, 2018.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

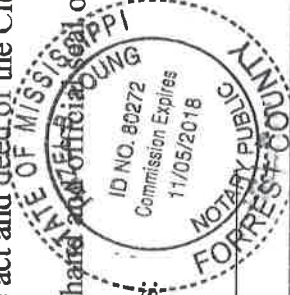
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of January, 2018.

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Randy & Beth Jamison, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$)

Lot 16 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of January, 2018.

ATTEST:



CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kernas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of January, 2018.

My Commission Expires: _____




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Randy & Beth Jamison, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 16 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of January, 2018.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

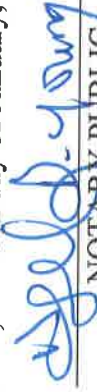
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of January, 2018.

My Commission Expires: 11/05/2018




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of THIRTY-SEVEN AND 50/100 Dollars (\$37.50), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Kymmori Joy Amos-Walley (Infant) subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Southwest Quarter (SW1/4)

Lot Number: 35

Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of January 2018.

ATTEST:


DEPUTY CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR
(S E a L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kernas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of January 2018.

My Commission Expires _____

NOTARY PUBLIC




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Mamie Palmer, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N¹/₂) of the Southeast Quarter (SE¹/₄)

Lot 38 Section 28

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of January, 2018.

ATTEST:

[Signature]
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

[Signature]
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kernas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of January, 2018.

My Commission Expires:



[Signature]
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Leona Hazelwood, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S¹/₂) of the Southeast Quarter (SE¹/₄)

Lot 68 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of January, 2018.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

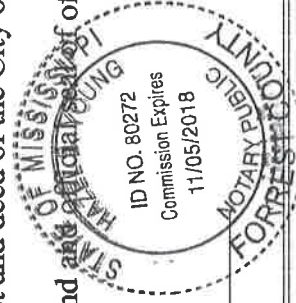
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of January, 2018.

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Larry Collins, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 9 Section Number 7

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of January, 2018.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

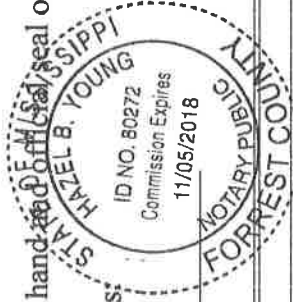
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of January, 2018

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Wanda Coomer, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¹/₄)

Lot Number 9 Section Number 7

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of January, 2018.

ATTEST:

CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kernas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of January, 2018

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Mack Stribbling, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 7 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of January, 2018.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kernas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of January, 2018.

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto James & Tamela Taylor, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 56 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of January, 2018.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

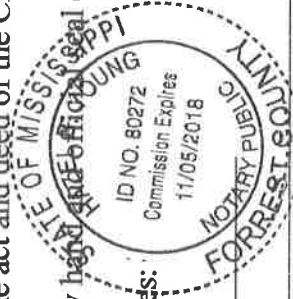
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of January, 2018.

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, James & Tamela Taylor, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¹/₄)

Lot Number 56 Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of January, 2018.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kernas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of January, 2018

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Otis Griffin, Jr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 50 Section 28

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of January, 2018.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

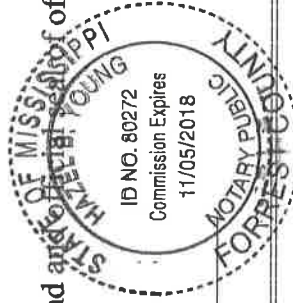
(S E A L)

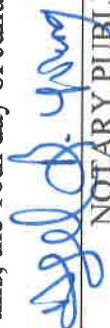
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kernas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of January, 2018.

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Calvin Drake, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¹/₄)

Lot Number 24 Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

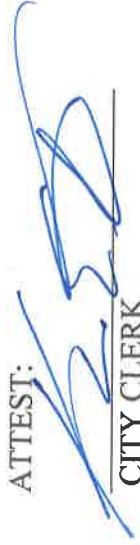
Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of January, 2018.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

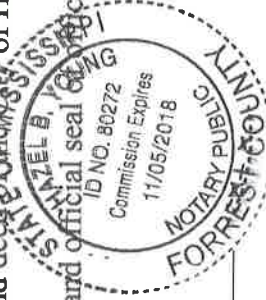
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kernas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of January, 2018

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Beulah Ware, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 54 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of January, 2018.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kernas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of January, 2018.

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Beulah Ware, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¹/₄)

Lot Number 54 Section Number 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of January, 2018.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

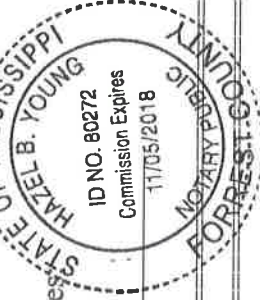
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of January, 2018

My Commission Expires




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Beulah Ware, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¹/₄)

Lot Number 54 Section Number 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of January, 2018.

ATTEST:



CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kernas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of January, 2018

My Commission Expires:


NOTARY PUBLIC



City of Hattiesburg, MS

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

Master

File Number: 2018-141

File ID: 2018-141

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Andrew Ellard

File Created: 01/08/2018

Brief Title: Approve and authorize issuance of manual check.

Final Action:

Minute Book Number: MB2018-17

Title:

Approve and authorize issuance of manual check for CDBG Program Claim per the attached memorandum. {Entitlement CDBG}

Notes:

Agenda Date: 01/16/2018

Indexes:

Agenda Number: VI.-5

Sponsors:

Enactment Date:

Attachments: Breakthrough Request for Payment January 16, 2018.pdf

Enactment Number:

Contact:

Meeting Date: 01/16/2018

Drafter: Clarence Williams

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Special Called Meeting	01/16/2018					
1	City Council	01/16/2018					

Text of Legislative File 2018-141

Title

Approve and authorize issuance of manual check for CDBG Program Claim per the attached memorandum. {Entitlement CDBG}

Summary

Approve and authorize issuance of manual check for CDBG Program Claim.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

[

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard, Director
Department of Urban Development

SUBJECT: Authorize issuance of manual checks for CDBG Program Claim.

DATE: January 16, 2018

Recipient:	Breakthrough Community Services
Activity:	Emergency/Minor Home Repair Program
Program:	CDBG
Project Site:	1313 Country Club Road
Amount Requested:	\$6,549.00
Purpose of Request:	Payment Request #1
Work Provided by:	Bradley Construction and Havard Pest Control, Inc.



"Breaking the Shackles of Poverty through Services"

Breakthrough Community Services, Inc.

1313 Country Club Road

Hattiesburg, MS 39401

P 601-582-3475

F 601-582-0149

INVOICE

REIMBURSEMENT

BILL TO:

City of Hattiesburg

Department of Federal & State Programs

P. O. Box 1898, Hattiesburg, MS 39401

Phone: 601.545.4558

Project	Contractor	Property Address	Invoice	Date
Emergency Repair	Bradley Construction	910 Wedgewood	01	December 7, 2017

Quantity	Description	Unit Price	Total
1	Emergency Repair work – see invoice attached for repairs listed		
1	Exterior repairs completed (per the work write-up & inspection)		5,800.00
1	Termite treatment		749.00
			\$6,549.00

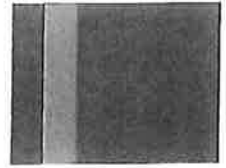
Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!

Bradley Construction Company, LLC

4117 Hwy 26 West Lucedale, MS 39452

(601) 947-0604 / Fax (601) 945-2186



December 1, 2017

Breakthrough Community Service, LLC

1313 Country Club Road

Hattiesburg, MS 39401

INVOICE

1. Cleaned out drain through-out home to allow toilet and fixture to drain properly.
\$1,150.00
2. Removed deteriorated wood at utility room entry door. \$300.00
3. Replaced entry door. \$650.00
4. Repaired roof over the utility room. \$550.00
5. Replaced dry wall on the ceiling in utility room 8' x 6' mud and finish paint \$625.00
Items on Change Order for Utility Room. Removed & Replaced Wall Stubs Top and Bottom Plates
\$200.00
Removed & Replaced Water and Termite damaged Wall Insulation. \$50.00
Removed and Replaced 16' of Water and Termite damaged 4x8 Siding. \$250.00
Removed and Replaced 8' of Water and Termite Damaged Sheetrock
on wall being replaced. \$150.00
Mud, Finished and Painted all Replaced Sheetrock. \$100.00
Primed and Painted Replaced Siding that was Replaced. \$125.00
6. Removed the window and replaced the water damaged wood. \$350.00
7. Replaced rotten wood and scab. \$150.00
8. Replaced drywall where wood was replaced mudded,
finished and painted \$250.00
9. Replaced with new vinyl window caulk and sealed front bedroom \$550.00
10. Replaced 4' x 8' area on wall and mudded, finished and painted wall where sheetrock
was replaced. \$350.00

TOTAL OF INVOICE

\$5,800.00

Contractor: Billy Bradley



my

12/7/2017 10:01 AM

065503880-20174206

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR POSTAL USE ONLY

CHECK HERE AFTER
REMOVAL OF LABELS

NO POSTAGE
NECESSARY IF MAILED IN THE UNITED STATES

Postage paid by addressee

065503880-20174206

Amount: -5800.00
Description: CHECK #1607
Check Number: 1607
Posted Date: 12/6/2017
Transaction Type: History

BREAKTHROUGH COMMUNITY SERVICES, INC.
COUNSELING & EDUCATION ACCOUNT

1608

Vendor: Harvest Pest Control

Date: 12/07/2017

Amount: 749.00

For: 127678 termite treatment 910 Wedgewood Dr

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	INVOICE AMOUNT	DIST. ACCOUNT	DIST. AMOUNT
12/07/2017	127678	127678 termite treatment	749.00	050138	749.00

ORIGINAL DOCUMENT PRINTED ON ONE-TIME-USE PAPER WITH MICROPRINTED BORDER

BREAKTHROUGH COMMUNITY SERVICES, INC.

COUNSELING & EDUCATION ACCOUNT

TAX ID #31-1676092

1313 COUNTRY CLUB ROAD

HATTIESBURG, MISSISSIPPI 39401

TRUSTMARK NATIONAL BANK
HATTIESBURG, MISSISSIPPI

85-27/653

NUMBER



DATE

12/07/2017

AMOUNT

*****749.00

PAY
TO THE
ORDER
OF

SEVEN HUNDRED FORTY NINE DOLLARS AND NO CENTS

Harvest Pest Control
5297 Old Hwy 11
Hattiesburg MS 39401



For: 127678 termite treatment 910 Wedgewood Dr

THE DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. USED IMAGE DISAPPEARS WITH HEAT.

⑈001608⑈ ⑆065300279⑆ ⑈4800185868⑈

155138

662-891-45

Community Services

CELL PHONE

HOME PHONE

FAX

— DAT

TF

THE DIAGRAM IS ONLY AN INITIAL REPORT AND MAKES NO REPRESENTATION OR GUARANTEE AS TO ITS SCALE THIS INSPECTION IS MADE ON THE BASIS OF VISIBLE EVIDENCE OF EASILY ACCESSIBLE AREAS WOOD DESTROYING INSECTS OR CONDUCTIVE CONDITIONS COULD BE PRESENT IN OR ON THE BUILDING BUT MAY NOT BE EASILY VISIBLE AT THE TIME OF INSPECTION. AREAS WHERE INFESTATIONS ARE INDICATED WILL HAVE SOME DAMAGE ASSOCIATED WITH THEM. THIS IS NOT A DAMAGE ASSESSMENT. SUCH EVALUATION SHOULD BE MADE BY A LICENSED REPAIR CONTRACTOR.

HAYAR REPRESENTATIVE



City of Hattiesburg, MS

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

Master

File Number: 2018-135

File ID: 2018-135

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 01/08/2018

Brief Title: Claims Docket for the period ending 1-12-2018
op

Final Action:

Minute Book Number: MB2018-17

Title:

Approve claims docket for the period ending January 12, 2018.

Notes:

Agenda Date: 01/16/2018

Indexes:

Agenda Number: VI.-6

Sponsors:

Enactment Date:

Attachments: DOCKET 18.1-12

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Special Called Meeting	01/16/2018					
1	City Council	01/16/2018					

Text of Legislative File 2018-135

Title

Approve claims docket for the period ending January 12, 2018.

Summary

Claims docket for the period ending. 1-12-2018

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JANUARY 12, 2018

Page 1
Date 01/10/18

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 A & R FARM AND GARDEN	313685	00175958	17002111	ROAD SALT PUBLIC WORKS	01/12/18	261768	1,887.50-
A & R FARM AND GARDEN Sum							1,887.50-
00001 A A A AMBULANCE SERVICE	17-54850	BOU 00176116	17002251	SERV 9/13/17 BOUNDS PRISONER	01/12/18	261769	292.91-
00001 A A A AMBULANCE SERVICE	17-70468	MAH 00176116	17002252	SERV 11/26/17 MAHEA PRISONER	01/12/18	261769	303.09-
00001 A A A AMBULANCE SERVICE	17-67420	SMI 00176116	17002253	SERV 11/11/17 SMITH PRISONER	01/12/18	261769	308.18-
A A A AMBULANCE SERVICE Sum							904.18-
00001 AAMCO TRANS/AUTOMOTIVE S	136373	00175995	17002232	REPRS U#14676 SHOP	01/12/18	261770	175.67-
AAMCO TRANS/AUTOMOTIVE S Sum							175.67-
00001 ACUITY GROUP OF MISSISSI	11663	00176089	17002212	MNTHLY CONTRACT 12/17	01/12/18	261771	1,087.50-
ACUITY GROUP OF MISSISSI Sum							1,087.50-
00001 AFFORDABLE EMERGENCY LIG	1029	00175940	17002267	REPR LIGHTBAR U#17593 POLICE	01/12/18	261772	85.00-
00001 AFFORDABLE EMERGENCY LIG	1030	00175940	17002268	LIGHTBAR REPR U#17574 POLICE	01/12/18	261772	85.00-
AFFORDABLE EMERGENCY LIG Sum							170.00-
00001 AIRDESIGNS SIGN & GRAFFI	505637	00175547	17002272	PARKING SIGNS VARI INDIV	01/12/18	261773	315.00-
AIRDESIGNS SIGN & GRAFFI Sum							315.00-
00001 AMERICAN PLANNING ASSN-M	REG MADDOX 3	00175988	17002070	REG MADDOX WORKSHOP JACKSON	01/12/18	261776	30.00-
00001 AMERICAN PLANNING ASSN-M	REG GUTHRIE	00175988	17002071	REG GUTHRIE WORKSHOP JACKSON	01/12/18	261776	30.00-
AMERICAN PLANNING ASSN-M Sum							60.00-
00001 AMERICAN PRINTING & OFFI	7325	00175850	17002218	STRIPE VARI POLICE UNITS	01/12/18	261777	295.00-
AMERICAN PRINTING & OFFI Sum							295.00-
00001 ANDERSON RETAIL INC	132803	00174141	17002242	BLINDS MUN COURT BLDG	01/12/18	261778	1,613.00-
ANDERSON RETAIL INC Sum							1,613.00-
00001 ANOINTED HANDS SERVICES,	5358	00176023	17002075	SERV 1/18 EMP MED CLINIC	01/12/18	261779	280.00-
ANOINTED HANDS SERVICES, Sum							280.00-
00001 ARNOLD LINE WATER ASSN I	2145 12/18/1	00020184	17002066	SERV 11/16-12/18/17 #8 FIRE	01/12/18	261782	28.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JANUARY 12, 2018

Page 2
Date 01/10/18

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
ARNOLD LINE WATER ASSN I Sum							28.00-
00001 AT&T	601M31822200	02018241	17002238	SERV 12/17 POLICE DEPT	01/12/18	261784	413.50-
00001 AT&T	601M23905500	02018250	17002274	VEHICLE LOC 12/28-1/27 POLICE	01/12/18	261785	202.00-
00001 AT&T	601M81832700	02018263	17002434	MNTHLY SERV VARI DEPTS	01/12/18	261786	12,823.24-
AT&T Sum							13,438.74-
00001 AT&T LONG DISTANCE SERVI	0268222853	02018264	17002433	LONG DISTANCE-ONE NET	01/12/18	261787	203.16-
AT&T LONG DISTANCE SERVI Sum							203.16-
00001 AUTO ARMATURE SERVICE IN 10518		00175919	17002081	BATTERY U#14713 POLICE	01/12/18	261788	116.95-
00001 AUTO ARMATURE SERVICE IN 10519		00175919	17002082	BATTERY U#17319 POLICE	01/12/18	261788	138.95-
00001 AUTO ARMATURE SERVICE IN 10520		00175919	17002083	BATTERY U#19340 POLICE	01/12/18	261788	160.95-
00001 AUTO ARMATURE SERVICE IN 10539		00175944	17002084	BATTERY U#16642 POLICE	01/12/18	261788	138.95-
00001 AUTO ARMATURE SERVICE IN 10560		00175962	17002085	STARTER U#16754 POLICE	01/12/18	261788	109.95-
00001 AUTO ARMATURE SERVICE IN 10623		00176010	17002226	BATTERY U#17898 STREET	01/12/18	261788	142.95-
00001 AUTO ARMATURE SERVICE IN 10531		00175914	17002233	JUMPER CABLES U#15964 SANIT	01/12/18	261788	299.95-
00001 AUTO ARMATURE SERVICE IN 10672		00176084	17002287	ALTERNATOR U#13562 CEMETERY	01/12/18	261788	178.95-
00001 AUTO ARMATURE SERVICE IN 10722		00175706	17002426	ALTERNATOR U#14406 SANIT	01/12/18	261788	229.95-
AUTO ARMATURE SERVICE IN Sum							1,517.55-
00001 AUTOMOTIVE GLASS SPECIAL I219865		00175311	17002269	WINDOW REPR U#18314 POLICE	01/12/18	261789	295.00-
00001 AUTOMOTIVE GLASS SPECIAL I219749		00175729	17002273	WINDOW REPR U#19750 ANIM CTRL	01/12/18	261789	225.00-
AUTOMOTIVE GLASS SPECIAL Sum							520.00-
00001 BARRACUDA NETWORKS INC	1856244	00175347	17002291	EMAIL SECURITY GATEWAY 1 YEAR	01/12/18	261790	799.00-
BARRACUDA NETWORKS INC Sum							799.00-
00001 BERNARDO, DEBRA	TRAVEL REIMB	00176050	17002189	EXPNS MMCCA CONF JACKSON	01/12/18	261791	456.96-
BERNARDO, DEBRA Sum							456.96-
00001 BIG IRON DIESEL REPAIR L RO2316		00175907	17002428	REPRS U#13982 SANIT	01/12/18	261792	1,834.70-
BIG IRON DIESEL REPAIR L Sum							1,834.70-
00001 BILL'S PLUMBING CO	24993	00176067	17002224	PLUMB REPRS #6 FIRE STA	01/12/18	261793	446.75-
BILL'S PLUMBING CO Sum							446.75-
00001 C SPIRE (MEGAGATE)	1177701	00176181	17002349	INTERNET/NETWORK	01/12/18	261799	14,007.27-
C SPIRE (MEGAGATE)							

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JANUARY 12, 2018

Page 3
Date - 01/10/18

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							14,007.27-
00001 CARQUEST AUTO PARTS STOR	14758-101929	00176011	17002230	BRAKE CLEANER SHOP	01/12/18	261800	59.76-
00001 CARQUEST AUTO PARTS STOR	14758-101928	00176035	17002231	OPER SUPP FOR SHOP	01/12/18	261800	32.95-
00001 CARQUEST AUTO PARTS STOR	14758-102256	00176154	17002414	REPR PTS U#16239	01/12/18	261800	426.77-
00001 CARQUEST AUTO PARTS STOR	14758-100856	00175537	17002423	STOCK SUPPLIES FOR SHOP	01/12/18	261800	235.42-
00001 CARQUEST AUTO PARTS STOR	14758-102135	00176120	17002430	BATTERY U#43 CEMETERY	01/12/18	261800	163.99-
00001 CARQUEST AUTO PARTS STOR	14758-102189	00176142	17002431	REPR PTS U#20199 CEMETERY	01/12/18	261800	120.68-
CARQUEST AUTO PARTS STOR							
Sum							1,039.57-
00001 CINTAS CORPORATION #J66	J66566945	00175970	17002161	UNIFORMS 12/25 TRAFFIC	01/12/18	261807	83.52-
00001 CINTAS CORPORATION #J66	J66566945	00175970	17002162	UNIFORMS 12/25 PUBLIC WORKS	01/12/18	261807	81.32-
00001 CINTAS CORPORATION #J66	J66566945	00175970	17002163	UNIFORMS 12/25 PUBLIC WORKS	01/12/18	261807	10.00-
00001 CINTAS CORPORATION #J66	J66566945	00175970	17002164	UNIFORMS 12/25 PUBLIC WORKS	01/12/18	261807	35.66-
00001 CINTAS CORPORATION #J66	J66566945	00175970	17002165	UNIFORMS 12/25 SHOP	01/12/18	261807	40.44-
00001 CINTAS CORPORATION #J66	J66566945	00175970	17002166	UNIFORMS 12/25 CONSTR	01/12/18	261807	77.83-
00001 CINTAS CORPORATION #J66	J66566945	00175970	17002167	UNIFORMSF 12/25 SANIT	01/12/18	261807	160.16-
00001 CINTAS CORPORATION #J66	J66566945	00175970	17002168	UNIFORMS 12/25 HEALTH	01/12/18	261807	168.17-
00001 CINTAS CORPORATION #J66	J66566947	00175966	17002169	MATS 12/25 TRAFFIC	01/12/18	261807	7.90-
00001 CINTAS CORPORATION #J66	J66566944	00175966	17002170	MOP/MAT 12/25 GO&FS	01/12/18	261807	24.96-
00001 CINTAS CORPORATION #J66	J66566946	00175966	17002171	MOP/MAT 12/25 SANIT	01/12/18	261807	24.04-
00001 CINTAS CORPORATION #J66	J66564458	00175985	17002172	UNIFORMS 12/01 CEM/FORESTRY	01/12/18	261807	62.14-
00001 CINTAS CORPORATION #J66	J66565241	00175985	17002173	UNIFORMS 12/08 CEM/FORESTRY	01/12/18	261807	57.36-
00001 CINTAS CORPORATION #J66	J66566018	00175985	17002174	UNIFORMS 12/25 CEM/FORESTRY	01/12/18	261807	64.36-
00001 CINTAS CORPORATION #J66	J66566809	00175985	17002175	UNIFORMS 12/22 CEM/FORESTRY	01/12/18	261807	57.36-
00001 CINTAS CORPORATION #J66	J66567567	00175985	17002176	UNIFORMS 12/29 CEM/FORESTRY	01/12/18	261807	57.36-
00001 CINTAS CORPORATION #J66	J66564459	00175985	17002177	MOP/MAT 12/01 CEM/FORESTRY	01/12/18	261807	15.70-
00001 CINTAS CORPORATION #J66	J66565242	00175985	17002178	MOP/MAT 12/08 CEM/FORESTRY	01/12/18	261807	15.70-
00001 CINTAS CORPORATION #J66	J66566019	00175985	17002179	MOP/MAT 12/15 CEM/FORESTRY	01/12/18	261807	15.70-
00001 CINTAS CORPORATION #J66	J66566810	00175985	17002180	MOP/MAT 12/22 CEM/FORESTRY	01/12/18	261807	15.70-
00001 CINTAS CORPORATION #J66	J66567568	00175985	17002181	MOP/MAT 12/29 CEM/FORESTRY	01/12/18	261807	15.70-
00001 CINTAS CORPORATION #J66	J66567700	00176037	17002193	UNIFORMS 1/01 TRAFFIC	01/12/18	261807	83.52-
00001 CINTAS CORPORATION #J66	J66567700	00176037	17002194	UNIFORMS 1/01 PUBLIC WORKS	01/12/18	261807	81.32-
00001 CINTAS CORPORATION #J66	J66567700	00176037	17002195	UNIFORMS 1/01 PUBLIC WORKS	01/12/18	261807	10.00-
00001 CINTAS CORPORATION #J66	J66567700	00176037	17002196	UNIFORMS 1/01 PUBLIC WORKS	01/12/18	261807	35.66-
00001 CINTAS CORPORATION #J66	J66567700	00176037	17002197	UNIFORMS 1/01 SHOP	01/12/18	261807	40.44-
00001 CINTAS CORPORATION #J66	J66567700	00176037	17002198	UNIFORMS 1/01 CONSTR	01/12/18	261807	77.83-
00001 CINTAS CORPORATION #J66	J66567700	00176037	17002199	UNIFORMS 1/01 SANIT	01/12/18	261807	160.16-
00001 CINTAS CORPORATION #J66	J66567700	00176037	17002200	UNIFORMS 1/01 HEALTH	01/12/18	261807	189.17-
00001 CINTAS CORPORATION #J66	J66567702	00176040	17002201	MATS 1/01 TRAFFIC	01/12/18	261807	7.90-
00001 CINTAS CORPORATION #J66	J66567699	00176040	17002202	MOP/MAT 1/01 GO&FS	01/12/18	261807	24.96-
00001 CINTAS CORPORATION #J66	J66567701	00176040	17002203	MOP/MAT 1/01 SANIT	01/12/18	261807	24.04-
00001 CINTAS CORPORATION #J66	J66568468	00176170	17002369	UNIFORMS 1/08 TRAFFIC	01/12/18	261807	84.12-
00001 CINTAS CORPORATION #J66	J66568468	00176170	17002370	UNIFORMS 1/08 PUBLIC WORKS	01/12/18	261807	81.32-
00001 CINTAS CORPORATION #J66	J66568468	00176170	17002371	UNIFORMS 1/08 PUBLIC WORKS	01/12/18	261807	10.00-
00001 CINTAS CORPORATION #J66	J66568468	00176170	17002372	UNIFORMS 1/08 PUBLIC WORKS	01/12/18	261807	35.66-
00001 CINTAS CORPORATION #J66	J66568468	00176170	17002373	UNIFORMS 1/08 SHOP	01/12/18	261807	40.44-
00001 CINTAS CORPORATION #J66	J66568468	00176170	17002374	UNIFORMS 1/08 CONSTR	01/12/18	261807	84.83-
00001 CINTAS CORPORATION #J66	J66568468	00176170	17002375	UNIFORMS 1/08 SANIT	01/12/18	261807	160.16-
00001 CINTAS CORPORATION #J66	J66568468	00176170	17002376	UNIFORMS 1/08 HEALTH	01/12/18	261807	182.17-
00001 CINTAS CORPORATION #J66	J66568470	00176185	17002377	MATS 1/08 TRAFFIC	01/12/18	261807	7.90-
00001 CINTAS CORPORATION #J66	J66568467	00176185	17002378	MOP/MAT 1/08 GO&FS	01/12/18	261807	24.96-
00001 CINTAS CORPORATION #J66	J66568469	00176185	17002379	MOP/MAT 1/08 SANIT	01/12/18	261807	24.04-

CINTAS CORPORATION #J66

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Sum							2,561.68-
00001 CITY OF HATTIESBURG FUND TRF 1ST 1/18	02018233	17002065	TRF 1ST 1/18	PAYROLL	01/03/18	112428	1,091,299.96-
CITY OF HATTIESBURG FUND							1,091,299.96-
Sum							1,091,299.96-
00001 CLEAR CHANNEL RADIO-(IHE 4611780719	00176199	17002356	POLICE ACDMY CLASS ADS 12/17		01/12/18	261809	1,284.00-
CLEAR CHANNEL RADIO-(IHE							1,284.00-
Sum							1,284.00-
00001 COMCAST CABLEVISION OF H 839641073089	00175977	17002115	CABLE 12/20/17-1/19/18	SANIT	01/12/18	261811	67.11-
00001 COMCAST CABLEVISION OF H 839641073047	00176134	17002292	CABLE 12/30-1/29	EMP CLINIC	01/12/18	261812	147.77-
00001 COMCAST CABLEVISION OF H 839641073073	00176135	17002297	CABLE 1/18	TRAFFIC/CONSTR	01/12/18	261813	6.71-
00001 COMCAST CABLEVISION OF H 839641073092	00176237	17002404	CONVERTER BOX 1/18	POLICE	01/12/18	261814	127.51-
COMCAST CABLEVISION OF H							349.10-
Sum							349.10-
00001 COMSOUTH	19037	00175682	17002120	RADIO REPR CONSTR DEPT	01/12/18	261815	75.00-
COMSOUTH							75.00-
Sum							75.00-
00001 CONNECTION INC	55407447	00175591	17002190	ADOBE ACROBAT PRO VARI DEPTS	01/12/18	261816	342.09-
CONNECTION INC							342.09-
Sum							342.09-
00001 COURTESY MOTORS INC	471281	00175932	17002113	REPR PTS U#15962 STREET	01/12/18	261818	90.28-
COURTESY MOTORS INC							90.28-
Sum							90.28-
00001 DAKTECH COMPUTERS	INV0333133	00175823	17002311	AC ADAPTERS INFO TECH	01/12/18	261820	130.00-
DAKTECH COMPUTERS							130.00-
Sum							130.00-
00001 DELGADO, DEBORAH (REFUND DAMAGE DEP R 02018244	17002276	DAMAGE DEPOSIT REFUND			01/12/18	261822	100.00-
DELGADO, DEBORAH (REFUND							100.00-
Sum							100.00-
00001 DELGADO, DEBORAH DENARD TRAVEL REIMB 00176090	17002241	EXPN GULF ENERGY FORUM BILOXI			01/12/18	261823	86.25-
DELGADO, DEBORAH DENARD							86.25-
Sum							86.25-
00001 DELTA FOREMOST CHEMICAL 121953	00175918	17002266	RINSE WAX FOR POLICE SHOP		01/12/18	261824	528.00-
DELTA FOREMOST CHEMICAL							528.00-
Sum							528.00-
00001 DENSON OIL COMPANY INC 109785	00175937	17002067	GAS FOR FUEL STATION		01/12/18	261825	8,911.19-
00001 DENSON OIL COMPANY INC 108717	00174860	17002397	DIESEL FOR FUEL STA PO#174783		01/12/18	261825	6,177.58-

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00001 DENSON OIL COMPANY INC	109645	00175738	17002398	GAS FOR FUEL STATION	01/12/18	261825	8,511.10-
DENSON OIL COMPANY INC Sum							23,599.87-
00001 ECONOMY SUPPLY CO	287204	00175938	17002122	LOCK SANIT DEPT	01/12/18	261827	27.95-
00001 ECONOMY SUPPLY CO	287301	00176052	17002314	SIDING NAILS CIVIC CNTR GARG	01/12/18	261827	64.50-
00001 ECONOMY SUPPLY CO	287369	00176020	17002368	BLDG SUPP CIVIC CNT GARAGE	01/12/18	261827	50.50-
ECONOMY SUPPLY CO Sum							142.95-
00001 ELKINS WHOLESALE INC	331194	00175028	17002098	JANIT SUPP P/F ACADEMY	01/12/18	261828	183.08-
00001 ELKINS WHOLESALE INC	334556-00	00175959	17002099	PAPER TOWELS P/F ACADEMY	01/12/18	261828	76.19-
ELKINS WHOLESALE INC Sum							259.27-
00001 EMERGENCY EQUIPMENT PROF	431474	00174629	17002270	TEST SCBA EQUIP/COMPRESSORS	01/12/18	261829	4,997.50-
00001 EMERGENCY EQUIPMENT PROF	430911	00175206	17002279	REPR PTS U#18098 FIRE DEPT	01/12/18	261829	53.90-
EMERGENCY EQUIPMENT PROF Sum							5,051.40-
00001 EMPIRE TRUCK SALES (H'BU	CE006131147:	00176036	17002227	REPR PTS U#19947 STREET	01/12/18	261830	69.98-
00001 EMPIRE TRUCK SALES (H'BU	CE006131144:	00176041	17002234	REPR PTS U#20073 SANIT	01/12/18	261830	958.68-
00001 EMPIRE TRUCK SALES (H'BU	CE006130579:	00175707	17002282	REPR PTS U#20068 SANIT	01/12/18	261830	378.30-
00001 EMPIRE TRUCK SALES (H'BU	CE006131194:	00176064	17002283	REPR PTS U#20070 SANIT	01/12/18	261830	152.07-
00001 EMPIRE TRUCK SALES (H'BU	CE006131187:	00176071	17002284	REPR PTS U#20073/15893 SANIT	01/12/18	261830	300.67-
00001 EMPIRE TRUCK SALES (H'BU	RE006026362:	00174406	17002286	REPRS U#19755 SANIT	01/12/18	261830	2,488.46-
00001 EMPIRE TRUCK SALES (H'BU	CE006127672:	00174406	17002288	CREDIT	01/12/18	261830	8.25
00001 EMPIRE TRUCK SALES (H'BU	RE006024116:	00174406	17002289	CREDIT	01/12/18	261830	1,001.66
00001 EMPIRE TRUCK SALES (H'BU	RE006025705:	00174406	17002290	CREDIT	01/12/18	261830	233.98
00001 EMPIRE TRUCK SALES (H'BU	CE006131240:	00176153	17002415	REPR PTS U#13174	01/12/18	261830	752.98-
EMPIRE TRUCK SALES (H'BU Sum							3,857.25-
00001 FASTENAL COMPANY	MSHAT205004	00175840	17002298	SAFETY VESTS/RAINSUITS CREWS	01/12/18	261831	1,790.80-
FASTENAL COMPANY Sum							1,790.80-
00001 FERRARA FIRE APPARATUS I	INV132032 FR	00176269	17002435	FREIGHT CHG PO#174798	01/12/18	261832	540.68-
FERRARA FIRE APPARATUS I Sum							540.68-
00001 FORREST CTY SUPERVISORS	JAIL 10/17 E	00176143	17002363	JAIL 10/17 EXPENSES	01/12/18	261833	36,080.00-
00001 FORREST CTY SUPERVISORS	JAIL 10/17 M	00176143	17002364	JAIL 10/17 MEDICAL	01/12/18	261833	1,055.60-
FORREST CTY SUPERVISORS Sum							37,135.60-
00001 FORREST GENERAL HOSPITAL	H90085069401	00176240	17002410	SERV 11/17/17 MOODY PRISONER	01/12/18	261834	3,236.00-
00001 FORREST GENERAL HOSPITAL	H90085467001	00176240	17002411	SRV 11/26/17 MAHEA PRISONER	01/12/18	261834	12,679.25-

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FORREST GENERAL HOSPITAL							15,915.25-
Sum							
00001 FORREST GENERAL HOSPITAL	EAP CHARGE 1	00176017	17002074	EAP CHARGE 1/18	01/12/18	261835	1,785.00-
FORREST GENERAL HOSPITAL							1,785.00-
Sum							
00001 FV RECYCLING	2017-56181	00175957	17002124	RECYCLE FEES 12/17 SANIT	01/12/18	261839	16.25-
00001 FV RECYCLING	2017-56236	00175957	17002125	RECYCLE FEES 12/17 SANIT	01/12/18	261839	15.00-
00001 FV RECYCLING	2017-56259	00175957	17002126	RECYCLE FEES 12/17 SANIT	01/12/18	261839	53.25-
00001 FV RECYCLING	2017-56258	00175957	17002127	RECYCLE FEES 12/17 SANIT	01/12/18	261839	49.50-
00001 FV RECYCLING	2017-57010	00175957	17002128	RECYCLE FEES 12/17 SANIT	01/12/18	261839	21.25-
00001 FV RECYCLING	2017-57009	00175957	17002129	RECYCLE FEES 12/17 SANIT	01/12/18	261839	79.75-
00001 FV RECYCLING	2017-57053	00176092	17002255	RECYCLE FEES 12/17 SANIT	01/12/18	261839	8.50-
00001 FV RECYCLING	2017-57054	00176092	17002256	RECYCLE FEES 12/17 SANIT	01/12/18	261839	40.50-
00001 FV RECYCLING	2017-57074	00176092	17002257	RECYCLE FEES 12/17 SANIT	01/12/18	261839	83.75-
00001 FV RECYCLING	2017-57075	00176092	17002258	RECYCLE FEES 12/17 SANIT	01/12/18	261839	8.00-
00001 FV RECYCLING	2017-57055	00176092	17002259	RECYCLE FEES 12/17 SANIT	01/12/18	261839	111.75-
00001 FV RECYCLING	2017-57046	00176092	17002260	RECYCLE FEES 12/17 SANIT	01/12/18	261839	30.25-
00001 FV RECYCLING	2017-57057	00176092	17002261	RECYCLE FEES 1/18 SANIT	01/12/18	261839	18.75-
00001 FV RECYCLING	2017-57133	00176182	17002380	RECYCLE FEES 1/18 SANIT	01/12/18	261839	40.75-
00001 FV RECYCLING	2017-57134	00176182	17002381	RECYCLE FEES 1/18 SANIT	01/12/18	261839	19.50-
00001 FV RECYCLING	2017-57136	00176182	17002382	RECYCLE FEES 1/18 SANIT	01/12/18	261839	88.75-
00001 FV RECYCLING	2017-57135	00176182	17002383	RECYCLE FEES 1/18 SANIT	01/12/18	261839	18.25-
00001 FV RECYCLING	2017-57137	00176182	17002384	RECYCLE FEES 1/18 SANIT	01/12/18	261839	17.75-
FV RECYCLING							721.50-
Sum							
00001 GARNER LUMLEY ELECTRIC S	543398	00174697	17002072	LIGHT POLE GLOBE	01/12/18	261841	195.00-
00001 GARNER LUMLEY ELECTRIC S	543437	00174700	17002073	LIGHT BULBS	01/12/18	261841	85.26-
00001 GARNER LUMLEY ELECTRIC S	544976	00175894	17002209	ELEC SUPP CONSTR ELEC TRUCK	01/12/18	261841	60.74-
GARNER LUMLEY ELECTRIC S							341.00-
Sum							
00001 GULF COAST OFFICE PRODUC	25261-0	00172770	17002225	PRINTER SUPP LAND CODE	01/12/18	261844	42.79-
GULF COAST OFFICE PRODUC							42.79-
Sum							
00001 H'BURG CLINIC PA (PRISON	391653 PATTO	00176239	17002412	SERVS PATTON PRISONER	01/12/18	261845	45.00-
H'BURG CLINIC PA (PRISON							45.00-
Sum							
00001 HATTIESBURG HYDRAULICS I	72315	00175704	17002285	REPR PTS U#17723 SANIT	01/12/18	261846	191.38-
HATTIESBURG HYDRAULICS I							191.38-
Sum							
00001 HAVARD PEST CONTROL INC	1234958	02018245	17002389	QTR SRV #1 FIRE STA	01/12/18	261848	50.00-
00001 HAVARD PEST CONTROL INC	1234986	02018245	17002390	QTR SRV FIRE ADM BLDG	01/12/18	261848	48.00-
00001 HAVARD PEST CONTROL INC	1234962	02018245	17002391	QTR SRV #6 FIRE STA	01/12/18	261848	48.00-
00001 HAVARD PEST CONTROL INC	1234963	02018245	17002392	QTR SRV #7 FIRE STA	01/12/18	261848	48.00-
00001 HAVARD PEST CONTROL INC	1234967	02018245	17002393	QTR SRV P/F ACADEMY	01/12/18	261848	50.00-

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00001 HAVARD PEST CONTROL INC	1234985	02018245	17002394	QTR SRV CITY BARN	01/12/18	261848	220.00-
00001 HAVARD PEST CONTROL INC	1234987	02018245	17002395	QTR SRV AIRPORT	01/12/18	261848	45.00-
00001 HAVARD PEST CONTROL INC	1234988	02018245	17002396	QTR SRV AIRPORT MAINT	01/12/18	261848	45.00-
HAVARD PEST CONTROL INC Sum							554.00-
00001 HISTORIC HATTIESBURG DOW LUNCHEON 1/1		00176063	17002229	REG LUNCH 1/18/18 RUTLAND	01/12/18	261850	15.00-
HISTORIC HATTIESBURG DOW Sum							15.00-
00001 HOL-MAC CORPORATION	344613	00175701	17002187	REPR PTS U#16081 SANIT	01/12/18	261851	465.28-
HOL-MAC CORPORATION Sum							465.28-
00001 HOLLAND VETERINARY HOSPI	ACCT#85 5790	00175951	17002087	SERVS K-9 OTTER	01/12/18	261852	491.00-
00001 HOLLAND VETERINARY HOSPI	ACCT#85 6015	00175728	17002213	FOOD FOR POLICE K-9	01/12/18	261852	514.20-
00001 HOLLAND VETERINARY HOSPI	ACCT#85 4359	00176081	17002214	SERVS K-9 VOO DOO	01/12/18	261852	20.00-
HOLLAND VETERINARY HOSPI Sum							1,025.20-
00001 HOVER GRAVEL CO	6646	00176066	17002313	TOPSOIL/SAND CEMETERIES	01/12/18	261853	1,240.00-
HOVER GRAVEL CO Sum							1,240.00-
00001 HUB REFRIGERATION & FIXT 899		00175968	17002088	ICE MACHINE REPR	01/12/18	261854	431.00-
HUB REFRIGERATION & FIXT Sum							431.00-
00001 HUGHES SUPPLY	S151796435.0	00175868	17002305	ELEC SUPP MAYOR'S OFFICE	01/12/18	261855	40.41-
HUGHES SUPPLY Sum							40.41-
00001 INDOFF INC	3049795	00175839	17002121	PRINTER INK PUBLIC WORKS	01/12/18	261856	551.84-
INDOFF INC Sum							551.84-
00001 INTERFACE SECURITY SYSTE	18936012	00175974	17002130	SECURITY 1/18 HILND CEM	01/12/18	261857	33.02-
00001 INTERFACE SECURITY SYSTE	18943651	00175974	17002131	SECURITY 1/18 SOUTH HILL CEM	01/12/18	261857	29.95-
INTERFACE SECURITY SYSTE Sum							62.97-
00001 IRBY, STUART C CO	S010541541.0	00175887	17002123	ELEC SUPP SANIT BLDG	01/12/18	261858	84.83-
00001 IRBY, STUART C CO	S010542632.0	00175920	17002263	LIGHT BULBS PINE ST GARAGE	01/12/18	261858	256.89-
IRBY, STUART C CO Sum							341.72-
00001 JOHNNY'S WRECKER SERVICE 35205		00176093	17002254	TOWING U#20073 SANIT	01/12/18	261861	250.00-

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00001 JOHNNY'S WRECKER SERVICE	PO#176152 1/	00176152	17002299	TOWING U#14406 SANIT	01/12/18	261861	350.00-
JOHNNY'S WRECKER SERVICE Sum							600.00-
00001 JOHNSON CONTROLS, INC	00073549642	00176246	17002422	MEASUREMENT/VALUATION SERVS	01/12/18	261862	7,457.25-
JOHNSON CONTROLS, INC Sum							7,457.25-
00001 KRONOS INCORPORATED	11265655	00176180	17002350	BUDGET/POSITION CNTRL REPORTS	01/12/18	261865	2,700.00-
KRONOS INCORPORATED Sum							2,700.00-
00001 LANDERS DODGE	LD153166	00172880	17002335	2017 AUTO U#20843 POLICE	01/12/18	261868	20,416.00-
00001 LANDERS DODGE	LD153195	00172880	17002336	2017 AUTO U#20844 POLICE	01/12/18	261868	20,416.00-
00001 LANDERS DODGE	LD153193	00172880	17002337	2017 AUTO U#20845 POLICE	01/12/18	261868	20,416.00-
00001 LANDERS DODGE	LD153191	00172880	17002338	2017 AUTO U#20846 POLICE	01/12/18	261868	20,416.00-
00001 LANDERS DODGE	LD153188	00172880	17002339	2017 AUTO U#20847 POLICE	01/12/18	261868	20,416.00-
00001 LANDERS DODGE	LD153183	00172880	17002340	2017 AUTO U#20848 POLICE	01/12/18	261868	20,416.00-
00001 LANDERS DODGE	LD153178	00172880	17002341	2017 AUTO U#20849 POLICE	01/12/18	261868	20,416.00-
00001 LANDERS DODGE	LD153181	00172880	17002342	2017 AUTO U#20850 POLICE	01/12/18	261868	20,416.00-
00001 LANDERS DODGE	LD153176	00172880	17002343	2017 AUTO U#20851 POLICE	01/12/18	261868	20,416.00-
00001 LANDERS DODGE	153174	00172880	17002344	2017 AUTO U#20852 POLICE	01/12/18	261868	20,416.00-
LANDERS DODGE Sum							204,160.00-
00001 LARRY'S WRECKER SERVICE	3747	00175950	17002095	TOWING U#19348 POLICE	01/12/18	261869	55.00-
00001 LARRY'S WRECKER SERVICE	12166	00175969	17002096	TOWING U#17577 POLICE	01/12/18	261869	55.00-
00001 LARRY'S WRECKER SERVICE	12167	00175969	17002097	TOWING U#16750 POLICE	01/12/18	261869	65.00-
00001 LARRY'S WRECKER SERVICE	3579	00175961	17002116	TOWING U#16237	01/12/18	261869	75.00-
00001 LARRY'S WRECKER SERVICE	3580	00175997	17002117	TOWING U#16237 PUB WORKS	01/12/18	261869	75.00-
00001 LARRY'S WRECKER SERVICE	12174	00176080	17002220	TOWING U#18318 POLICE	01/12/18	261869	55.00-
00001 LARRY'S WRECKER SERVICE	3983	00176080	17002221	TOWING U#17593 POLICE	01/12/18	261869	55.00-
00001 LARRY'S WRECKER SERVICE	3977	00176080	17002222	TOWING FROM SCENE #8 PK PLACE	01/12/18	261869	55.00-
00001 LARRY'S WRECKER SERVICE	12176	00176139	17002295	TOWING U#17355 POLICE	01/12/18	261869	55.00-
00001 LARRY'S WRECKER SERVICE	3982	00176139	17002296	TOWING U#18319 POLICE	01/12/18	261869	55.00-
00001 LARRY'S WRECKER SERVICE	3997	00176184	17002353	TOWING U#18323 POLICE	01/12/18	261869	55.00-
LARRY'S WRECKER SERVICE Sum							655.00-
00001 LINEBARGER GOGGAN BLAIR	12/15/2017	02018258	17002300	POLICE FINES COLL.FEE	01/12/18	261870	151.38-
LINEBARGER GOGGAN BLAIR Sum							151.38-
00001 LOWE'S OF HATTIESBURG IN	936926	00175582	17002207	MICROWAVE P/W BREAKROOM	01/12/18	261871	95.00-
00001 LOWE'S OF HATTIESBURG IN	967177	00175782	17002208	SHOP VAC CONSTR DEPT	01/12/18	261871	136.80-
00001 LOWE'S OF HATTIESBURG IN	967905	00175253	17002210	PLUMB SCREWDRIVER SETS CONSTR	01/12/18	261871	31.54-
LOWE'S OF HATTIESBURG IN Sum							263.34-
00001 M B C - L E O	REG BARNES 1	00175992	17002118	REG BARNES CONF JACKSON	01/12/18	261872	135.00-

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M B C - L E O							135.00-
Sum							
00001 MATTOX SERVICES	447774	00175819	17002112	ROAD SALT PUBLIC WORKS	01/12/18	261873	3,572.10-
MATTOX SERVICES							3,572.10-
Sum							
00001 MAULDIN COMPANY	44092	00175703	17002416	REPR PTS U#15515	01/12/18	261874	80.17-
MAULDIN COMPANY							80.17-
Sum							
00001 MEDICAL ANALYSIS-GHV	10287	00175956	17002076	EMP CLINIC MGMT 12/17	01/12/18	261877	29,000.00-
00001 MEDICAL ANALYSIS-GHV	9173028125	00175956	17002077	LAB FEES	01/12/18	261877	429.71-
MEDICAL ANALYSIS-GHV							29,429.71-
Sum							
00001 METRO CRIMESTOPPERS INC	CITY COURT C 02018229	17002184	CITY COURT COST 12/17	01/04/18	112431	493.92-	
METRO CRIMESTOPPERS INC							493.92-
Sum							
00001 MIDSOUTH SOLUTIONS	114932 FRT	00176211	17002352	FREIGHT CHG PO#175022	01/12/18	261878	50.44-
MIDSOUTH SOLUTIONS							50.44-
Sum							
00001 MISSISSIPPI AG COMPANY,	Pl6670	00175471	17002206	LIGHT FOR TRACTOR	01/12/18	261879	39.97-
MISSISSIPPI AG COMPANY,							39.97-
Sum							
00001 MITCHELL TOOL SALES & SE	99235	00176058	17002425	HAND TOOLS CONSTR DEPT	01/12/18	261880	150.00-
MITCHELL TOOL SALES & SE							150.00-
Sum							
00001 MOLLY MAID	1/18 HILND C	00176126	17002262	SERV 1/18 HIGHLAND CEMETERY	01/12/18	261882	245.00-
MOLLY MAID							245.00-
Sum							
00001 MS ASSN OF CHIEFS OF POL	2369710 PARK	00176076	17002223	MBRSHR RNWL CHIEF PARKER	01/12/18	261883	100.00-
MS ASSN OF CHIEFS OF POL							100.00-
Sum							
00001 MS FIRE & SAFETY OF HBUR	58960	00176119	17002246	EXTINGUISHER CERTIF POL DEPT	01/12/18	261884	89.00-
MS FIRE & SAFETY OF HBUR							89.00-
Sum							
00001 MS POWER COMPANY	1/18 GENERAL	00020187	17002308	MNTHLY ELEC-GENERAL	01/12/18	261885	8,076.92-

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00001 PERSONNEL CONCEPTS	9335372599	00174404	17002079	FED/STATE LAW POSTERS	01/12/18	261897	65.75-
PERSONNEL CONCEPTS Sum							65.75-
00001 PINE BELT MENTAL HEALTHC JAIL DIV GRA	00176160	17002346	JAIL DIV GRANT 10/17	01/12/18	261900	4,008.90-	
00001 PINE BELT MENTAL HEALTHC JAIL DIV GRA	00176162	17002347	JAIL DIV GRANT 11/17	01/12/18	261900	4,322.82-	
PINE BELT MENTAL HEALTHC Sum							8,331.72-
00001 PINE BELT OIL COMPANY IN 1177511	00175933	17002068	DIESEL FOR FUEL STATION	01/12/18	261901	5,837.40-	
00001 PINE BELT OIL COMPANY IN 10525321	00176015	17002239	GAS FOR FUEL STATION	01/12/18	261901	9,910.59-	
00001 PINE BELT OIL COMPANY IN 10523771	00176015	17002240	DIESEL FOR FUEL STATION	01/12/18	261901	5,301.84-	
00001 PINE BELT OIL COMPANY IN POLICE 12/1-	00176159	17002293	REMOTE SITE FUEL CHGS 12/17	01/12/18	261901	495.04-	
00001 PINE BELT OIL COMPANY IN FIRE 12/1-12	00176159	17002294	REMOTE SITE FUEL CHGS 12/17	01/12/18	261901	1,126.20-	
00001 PINE BELT OIL COMPANY IN 10525081	00175426	17002309	GAS FOR FUEL STATION	01/12/18	261901	10,923.02-	
00001 PINE BELT OIL COMPANY IN 10515711	00175426	17002310	DIESEL FOR FUEL STATION	01/12/18	261901	6,491.79-	
00001 PINE BELT OIL COMPANY IN 1182390	00176217	17002365	GAS CARD FIRE DEPT/TRAFF DEPT	01/12/18	261901	358.67-	
00001 PINE BELT OIL COMPANY IN 1053309	00176147	17002399	GAS FOR FUEL STATION	01/12/18	261901	9,796.05-	
00001 PINE BELT OIL COMPANY IN 1183422	00176147	17002400	DIESEL FOR FUEL STATION	01/12/18	261901	5,473.25-	
PINE BELT OIL COMPANY IN Sum							55,713.85-
00001 PINEBELT DOOR & HARDWARE 12791	00173363	17002192	SECURITY LOCK #8 FIRE STA	01/12/18	261902	545.00-	
00001 PINEBELT DOOR & HARDWARE 12699	00173363	17002237	SECURITY LOCK #8 FIRE STA	01/12/18	261902	555.00-	
00001 PINEBELT DOOR & HARDWARE 12808	00176189	17002355	DOOR CLOSER REPR P/F ACADEMY	01/12/18	261902	230.00-	
PINEBELT DOOR & HARDWARE Sum							1,330.00-
00001 POPE & POPE, PA 18001	00176191	17002348	REIMB COURT COSTS	01/12/18	261905	160.00-	
POPE & POPE, PA Sum							160.00-
00001 PREMIER ORTHOPAEDICS 28245 WILLIA	00175952	17002109	SRV 10/31/13 WILLIAMS PRISONR	01/12/18	261906	563.58-	
00001 PREMIER ORTHOPAEDICS 19834	00175952	17002110	SRV 2/14/13 MCALLISTER PRSNR	01/12/18	261906	189.66-	
PREMIER ORTHOPAEDICS Sum							753.24-
00001 PUCKETT MACHINERY COMPAN P05C5636064	00175541	17002417	REPR PTS U#20093	01/12/18	261907	207.94-	
00001 PUCKETT MACHINERY COMPAN HB77279	00175996	17002418	REPRS U#8258	01/12/18	261907	996.48-	
PUCKETT MACHINERY COMPAN Sum							1,204.42-
00001 PUCKETT RENTS 632694-0001	00175408	17002413	PLASTIC PADS FOR SIDEWALKS	01/12/18	261908	239.98-	
PUCKETT RENTS Sum							239.98-
00001 RAYNER, JACK 11302017	00176065	17002215	POLYGRAPHS GARCIA/GANDY	01/12/18	261909	300.00-	
RAYNER, JACK							

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Sum							300.00-
00001 REGIONS CARDHOLDER SERVI	7079	12/29/1	00174507	17002328 TRVL EATON MMCC JKSN 12/13-15	01/12/18	261910	299.90-
00001 REGIONS CARDHOLDER SERVI	7079	12/29/1	00174888	17002329 FACEBOOK AD FOR HPD	01/12/18	261910	319.37-
00001 REGIONS CARDHOLDER SERVI	7079	12/29/1	00176190	17002330 LATE PAYMENT FEE	01/12/18	261910	104.84-
00001 REGIONS CARDHOLDER SERVI	7079	12/29/1	00175287	17002331 FOOD SEALY SWEARING IN 11/30	01/12/18	261910	190.48-
00001 REGIONS CARDHOLDER SERVI	7079	12/29/1	00175689	17002332 CLOTH ALLOW MITCHELL POLICE	01/12/18	261910	103.86-
00001 REGIONS CARDHOLDER SERVI	7079	12/29/1	00175371	17002333 CLOTH ALLOW KENNEDY POLICE	01/12/18	261910	51.61-
00001 REGIONS CARDHOLDER SERVI	7079	12/29/1	00175567	17002334 AIR FARE MCCLAIN KAB DALLAS	01/12/18	261910	285.96-
REGIONS CARDHOLDER SERVI							
Sum							1,356.02-
00001 RICOH CORP	5051734082	G	00176073	17002211 PRODUCTION PRINTER CHARGES	01/12/18	261911	386.13-
00001 RICOH CORP	5051835917		00176128	17002243 COPIER 12/17 HUMAN RES	01/12/18	261911	314.96-
00001 RICOH CORP	23850563		00176258	17002408 COPIER 1/18 LAND CODE	01/12/18	261911	110.00-
00001 RICOH CORP	5051837291		00176258	17002409 COPIER 1/18 LAND CODE	01/12/18	261911	145.26-
RICOH CORP							
Sum							956.35-
00001 RJ YOUNG COMPANY	INV2245670		00176102	17002245 COPIER 11/28-12/27 FED/STATE	01/12/18	261912	680.51-
00001 RJ YOUNG COMPANY	INV2250723		00176110	17002247 COPIER 11/28-12/27 DETECTIVES	01/12/18	261912	705.53-
00001 RJ YOUNG COMPANY	INV2245668		00176100	17002249 COPIER 11/28-12/27 P/F ACDMY	01/12/18	261912	236.00-
00001 RJ YOUNG COMPANY	INV2245669		00176091	17002250 COPIER 11/28-12/27 FIRE DEPT	01/12/18	261912	194.00-
00001 RJ YOUNG COMPANY	INV2244072		00176188	17002354 COPIER 11/24-12/23 POLICE	01/12/18	261912	253.00-
RJ YOUNG COMPANY							
Sum							2,069.04-
00001 ROGERS, KEVIN	TITLE OPINI		00176172	17002360 TITLE OPINIONS LAND CODE	01/12/18	261914	1,000.00-
00001 ROGERS, KEVIN	TITLE OPINIO		00176172	17002361 TITLE OPINIONS LAND CODE	01/12/18	261914	1,000.00-
00001 ROGERS, KEVIN	TITLE OPINIO		00176172	17002362 TITLE OPINIONS LAND CODE	01/12/18	261914	1,000.00-
ROGERS, KEVIN							
Sum							3,000.00-
00001 RYAN MOTORS INC	214250		00175824	17002086 REPR PTS U#16756 POLICE	01/12/18	261915	36.41-
00001 RYAN MOTORS INC	214253		00175824	17002104 CREDIT	01/12/18	261915	36.41-
00001 RYAN MOTORS INC	214269		00175824	17002105 REPR PTS U#16756 POLICE	01/12/18	261915	36.41-
00001 RYAN MOTORS INC	263044		00174818	17002219 REPRS U#16769 POLICE	01/12/18	261915	98.50-
RYAN MOTORS INC							
Sum							134.91-
00001 SACKS OUTDOOR SUPPLY	RC1000112181		00175960	17002188 BOOTS PARKING VIOLATION OFFCR	01/12/18	261916	129.00-
00001 SACKS OUTDOOR SUPPLY	RC1000112280		00174431	17002236 UNIFORMS ANIMAL CONTROL	01/12/18	261916	1,419.89-
00001 SACKS OUTDOOR SUPPLY	RC1000112382		00175972	17002307 CLOTH ALLOW ASST CHIEF SEALY	01/12/18	261916	199.96-
SACKS OUTDOOR SUPPLY							
Sum							1,748.85-
00001 SANSOM EQUIPMENT CO	53135		00175863	17002235 REPR PTS U#20068 SANIT	01/12/18	261917	962.88-
SANSOM EQUIPMENT CO							
Sum							962.88-

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00001 SERVPRO OF HATTIESBURG	4094643	00175930	17002216	CLEAN CARPET POLICE DEPT	01/12/18	261919	600.00-
SERVPRO OF HATTIESBURG Sum							600.00-
00001 SHOWS DEARMAN & WAITS IN 20031		00176226	17002419	SRV 11/25-12/23 DRNGE ISSUES	01/12/18	261922	3,150.00-
00001 SHOWS DEARMAN & WAITS IN 20036		00176247	17002420	SRV 11/25-12/23 EPA RESPONSE	01/12/18	261922	6,055.00-
00001 SHOWS DEARMAN & WAITS IN 20041		00176250	17002421	SRV 11/25-12/23 GORDON CREEK	01/12/18	261922	525.00-
00001 SHOWS DEARMAN & WAITS IN 20019		00176223	17002424	SRV 11/25-12/31 GORDON CREEK	01/12/18	261922	1,227.50-
SHOWS DEARMAN & WAITS IN Sum							10,957.50-
00001 SOUTH MS EMERGENCY PHYSI 179078847/27		00175984	17002133	SRV 12/11/16 BATES PRISONER	01/12/18	261927	841.00-
00001 SOUTH MS EMERGENCY PHYSI 190578632/27		00175984	17002134	SRV 7/03/17 BETTS PRISONER	01/12/18	261927	293.00-
00001 SOUTH MS EMERGENCY PHYSI 185456288/27		00175984	17002135	SRV 4/05/17 BOLTON PRISONER	01/12/18	261927	585.00-
00001 SOUTH MS EMERGENCY PHYSI 185706722/27		00175984	17002136	SRV 4/10/17 BRYANT PRISONER	01/12/18	261927	293.00-
00001 SOUTH MS EMERGENCY PHYSI 161818531/27		00175984	17002137	SRV 1/06/16 CARROLL PRISONER	01/12/18	261927	585.00-
00001 SOUTH MS EMERGENCY PHYSI 184208076/27		00175984	17002138	SRV 3/16/17 CARTER PRISONER	01/12/18	261927	585.00-
00001 SOUTH MS EMERGENCY PHYSI 190317058/27		00175984	17002139	SRV 6/29/17 FORET PRISONER	01/12/18	261927	585.00-
00001 SOUTH MS EMERGENCY PHYSI 183872431/27		00175984	17002140	SRV 3/07/17 GRAVES PRISONER	01/12/18	261927	293.00-
00001 SOUTH MS EMERGENCY PHYSI 177890931/27		00175984	17002141	SRV 11/18/16 HALL PRISONER	01/12/18	261927	585.00-
00001 SOUTH MS EMERGENCY PHYSI 156329613/27		00175984	17002142	SRV 9/15/15 HAMLER PRISONER	01/12/18	261927	841.00-
00001 SOUTH MS EMERGENCY PHYSI 164406113/27		00175984	17002143	SRV 2/28/16 HATTEN PRISONER	01/12/18	261927	841.00-
00001 SOUTH MS EMERGENCY PHYSI 164097793/27		00175984	17002144	SRV 2/26/16 HATTEN PRISONER	01/12/18	261927	585.00-
00001 SOUTH MS EMERGENCY PHYSI 169149684/27		00175984	17002145	SRV 5/26/16 JOHNSON PRISONER	01/12/18	261927	585.00-
00001 SOUTH MS EMERGENCY PHYSI 159652978/27		00175984	17002146	SRV 11/24/15 LEE PRISONER	01/12/18	261927	841.00-
00001 SOUTH MS EMERGENCY PHYSI 160923044/27		00175984	17002147	SRV 12/21/15 LEGGETT PRISONER	01/12/18	261927	585.00-
00001 SOUTH MS EMERGENCY PHYSI 158989426/27		00175984	17002148	SRV 11/10/15 LOTT PRISONER	01/12/18	261927	1,095.00-
00001 SOUTH MS EMERGENCY PHYSI 149824878/27		00175984	17002149	SRV 5/06/15 MCCLARY PRISONER	01/12/18	261927	512.00-
00001 SOUTH MS EMERGENCY PHYSI 187041630/27		00175984	17002150	SRV 5/02/17 MAGEE PRISONER	01/12/18	261927	841.00-
00001 SOUTH MS EMERGENCY PHYSI 102199456/27		00175984	17002151	SRV 1/24/17 MILLER PRISONER	01/12/18	261927	841.00-
00001 SOUTH MS EMERGENCY PHYSI 159653306/27		00175984	17002152	SRV 11/24/15 PENNICK PRISONER	01/12/18	261927	841.00-
00001 SOUTH MS EMERGENCY PHYSI 156624001/27		00175984	17002153	SRV 9/14/15 POSEY PRISONER	01/12/18	261927	1,095.00-
00001 SOUTH MS EMERGENCY PHYSI 159616241/27		00175984	17002154	SRV 11/15/15 ROGERS PRISONER	01/12/18	261927	715.00-
00001 SOUTH MS EMERGENCY PHYSI 159231131/27		00175984	17002155	SRV 11/12/15 SMITH PRISONER	01/12/18	261927	841.00-
00001 SOUTH MS EMERGENCY PHYSI 155924355/27		00175984	17002156	SRV 9/08/15 STARR PRISONER	01/12/18	261927	585.00-
00001 SOUTH MS EMERGENCY PHYSI 162177679/27		00175984	17002157	SRV 1/13/16 STARR PRISONER	01/12/18	261927	585.00-
00001 SOUTH MS EMERGENCY PHYSI 189226143/27		00175984	17002158	SRV 6/13/17 STEWART PRISONER	01/12/18	261927	841.00-
00001 SOUTH MS EMERGENCY PHYSI 159230936/27		00175984	17002159	SRV 11/9/15 WASHINGTON PRISONER	01/12/18	261927	585.00-
00001 SOUTH MS EMERGENCY PHYSI 184845760/27		00175984	17002160	SRV 3/27/17 WILLIAMS PRISONER	01/12/18	261927	293.00-
SOUTH MS EMERGENCY PHYSI Sum							18,593.00-
00001 SOUTHERN FINANCIAL SYSTE CMCHAT 12/1/		02018255	17002301	POLICE FINES COLL.FEE	01/12/18	261928	101.60-
00001 SOUTHERN FINANCIAL SYSTE CMCHAT2 12/1		02018256	17002302	POLICE FINES COLL.FEE	01/12/18	261928	173.38-
00001 SOUTHERN FINANCIAL SYSTE CMCHAT3 12/0		02018257	17002303	POLICE FINES COLL.FEE	01/12/18	261928	874.65-
00001 SOUTHERN FINANCIAL SYSTE CMCHAT 11/16		02018259	17002304	POLICE FINES COLL.FEE	01/12/18	261928	80.60-
00001 SOUTHERN FINANCIAL SYSTE CMCHAT2 12/1		02018261	17002385	POLICE FINES COLL.FEE	01/12/18	261928	40.58-
00001 SOUTHERN FINANCIAL SYSTE CMCHAT3 12/1		02018262	17002386	POLICE FINES COLL.FEE	01/12/18	261928	1,048.10-
SOUTHERN FINANCIAL SYSTE Sum							2,318.91-
00001 SOUTHERN PINES ANIMAL SH #2		00176207	17002367	RATE INCREASE 10/17-12/17	01/12/18	261930	8,490.00-

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SOUTHERN PINES ANIMAL SH Sum							8,490.00-
00001 SOUTHERN TIRE MART #9 (M	9027639	00175378	17002185	ALIGNMNT U#14147 HOMLS COORD	01/12/18	261931	69.95-
SOUTHERN TIRE MART #9 (M Sum							69.95-
00001 SOUTHERN TIRE MART LLC	9027627	00175725	17002114	REPR PTS U#15776 STREET	01/12/18	261932	332.50-
00001 SOUTHERN TIRE MART LLC	9028174	00176085	17002432	TIRE U#18607 CEM TRAILER	01/12/18	261932	95.00-
SOUTHERN TIRE MART LLC Sum							427.50-
00001 SOUTHGROUP (HATTIESBURG	HATTIES-02	1	00175953	17002089 NOTARY BOND HUNT	01/12/18	261934	100.00-
00001 SOUTHGROUP (HATTIESBURG	HATTIES-02	1	00175953	17002090 NOTARY BOND DANIELS	01/12/18	261934	100.00-
00001 SOUTHGROUP (HATTIESBURG	HATTIES-02	1	00175953	17002091 NOTARY BOND HARPER	01/12/18	261934	100.00-
00001 SOUTHGROUP (HATTIESBURG	HATTIES-02	1	00175953	17002092 NOTARY BOND SULLIVAN	01/12/18	261934	100.00-
00001 SOUTHGROUP (HATTIESBURG	HATTIES-02	1	00175953	17002093 NOTARY BOND BREWTON	01/12/18	261934	100.00-
00001 SOUTHGROUP (HATTIESBURG	HATTIES-02	1	00175953	17002094 NOTARY BOND LOPER	01/12/18	261934	100.00-
00001 SOUTHGROUP (HATTIESBURG	HATTIES-02	1	00176125	17002244 FLOOD POLICY 10/17-10/18	01/12/18	261934	12,417.00-
SOUTHGROUP (HATTIESBURG Sum							13,017.00-
00001 SOUTHGROUP (HATTIESBURG	HATTIES-03	1	00175998	17002078 EMP SEC TAX BOND RNWL	01/12/18	261935	1,081.00-
SOUTHGROUP (HATTIESBURG Sum							1,081.00-
00001 SPIRE ENERGY	1/18 GENERAL	00020187	17002388	MNTHLY GAS-GENERAL	01/12/18	261936	4,589.12-
SPIRE ENERGY Sum							4,589.12-
00001 STANDARD OFFICE SUPPLY C	0074506-001	00175813	17002204	OFFICE SUPP HUMAN RES	01/12/18	261937	348.18-
STANDARD OFFICE SUPPLY C Sum							348.18-
00001 STAPLES	8047805171	00175493	17002069	OFFICE SUPP PLANNING DIV	01/12/18	261938	160.75-
STAPLES Sum							160.75-
00001 STATE FIRE ACADEMY	25925 EDWARD	00176193	17002357	REG EDWARDS CLASS 10/9-13/17	01/12/18	261939	400.00-
STATE FIRE ACADEMY Sum							400.00-
00001 SUNBELT FIRE INC	308128	00175102	17002280	REPR PTS U#13564 FIRE DEPT	01/12/18	261941	122.52-
00001 SUNBELT FIRE INC	308065	00175015	17002358	REPR PTS VARI FIRE DEPT UNITS	01/12/18	261941	1,770.34-
00001 SUNBELT FIRE INC	308065 FRT	00176169	17002359	FREIGHT CHG PO#175015	01/12/18	261941	62.52-
SUNBELT FIRE INC Sum							1,955.38-

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00001 TACKLE TECHNOLOGIES, LLC	1180	00176062	17002248	HAZARDOUS CLEANUP SUPP	01/12/18	261942	700.00-
TACKLE TECHNOLOGIES, LLC Sum							700.00-
00001 TERRY, ANGELA C (REFUNDS RECEIPT #699	02018254	17002436	REZONING FEE REFUND	01/12/18	261943	400.00-	
TERRY, ANGELA C (REFUNDS Sum							400.00-
00001 TINDALL AUTOMATION CORPO	123117-01	00175473	17002405	FIRE RESCUE EQUIPMENT	01/12/18	261945	895.00-
TINDALL AUTOMATION CORPO Sum							895.00-
00001 TOPP MCWHORTER HARVEY, P	195738	00176192	17002345	CONSULT FY15 AUDIT FINDINGS	01/12/18	261946	6,462.50-
TOPP MCWHORTER HARVEY, P Sum							6,462.50-
00001 TRANSUNION RISK AND ALTE	362606 1/01/	00176068	17002217	ONLINE INVESTIGATIONS 12/17	01/12/18	261947	111.50-
TRANSUNION RISK AND ALTE Sum							111.50-
00001 TRUCKPRO INC	039-0640829	00176127	17002312	REPR PTS U#13933 FIRE DEPT	01/12/18	261948	394.88-
TRUCKPRO INC Sum							394.88-
00001 UNITED FENCE COMPANY	00018680	00175776	17002080	PORTABLE K-9 KENNEL	01/12/18	261949	433.00-
UNITED FENCE COMPANY Sum							433.00-
00001 V F W OF THE US	PARKING SPAC	00176018	17002132	PARKING SPACES 1/18	01/12/18	261951	75.00-
V F W OF THE US Sum							75.00-
00001 W D A M - TV	1836147A-1	00173961	17002102	FIRE RECRUIT ADS 10/17	01/12/18	261953	470.00-
00001 W D A M - TV	1836147B-1	00173961	17002106	FIRE RECRUIT ADS 10/17	01/12/18	261953	75.00-
00001 W D A M - TV	1836147A-2	00173961	17002107	FIRE RECRUIT ADS 11/17	01/12/18	261953	1,305.00-
00001 W D A M - TV	1836117B-2	00173961	17002108	FIRE RECRUIT ADS 11/17	01/12/18	261953	285.00-
W D A M - TV Sum							2,135.00-
00001 WARING OIL CO (GULFPORT)	001630234	00175836	17002119	DIESEL EXHAUST FLUID SHOP	01/12/18	261954	422.38-
WARING OIL CO (GULFPORT) Sum							422.38-
00001 WARREN PAVING INC	5384	00174330	17002315	HOT ASPHALT VARI LOC	01/12/18	261956	575.75-
00001 WARREN PAVING INC	5419	00174330	17002316	HOT ASPHALT VARI LOC	01/12/18	261956	360.76-
00001 WARREN PAVING INC	5440	00174330	17002317	HOT ASPHALT VARI LOC	01/12/18	261956	549.41-
00001 WARREN PAVING INC	5493	00174330	17002318	HOT ASPHALT VARI LOC	01/12/18	261956	433.04-

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00001	WARREN	PAVING	INC	5664	00174330	17002319	HOT	ASPHALT	VARI	LOC	01/12/18	261956	448.96-
00001	WARREN	PAVING	INC	5669	00174330	17002320	HOT	ASPHALT	VARI	LOC	01/12/18	261956	607.60-
00001	WARREN	PAVING	INC	5681	00174330	17002321	HOT	ASPHALT	VARI	LOC	01/12/18	261956	127.40-
00001	WARREN	PAVING	INC	5688	00174330	17002322	HOT	ASPHALT	VARI	LOC	01/12/18	261956	249.90-
00001	WARREN	PAVING	INC	5734	00174330	17002323	HOT	ASPHALT	VARI	LOC	01/12/18	261956	361.99-
00001	WARREN	PAVING	INC	5779	00174330	17002324	HOT	ASPHALT	VARI	LOC	01/12/18	261956	398.74-
00001	WARREN	PAVING	INC	5816	00174330	17002325	HOT	ASPHALT	VARI	LOC	01/12/18	261956	305.64-
00001	WARREN	PAVING	INC	5818	00174330	17002326	HOT	ASPHALT	VARI	LOC	01/12/18	261956	382.21-
00001	WARREN	PAVING	INC	5830	00174330	17002327	HOT	ASPHALT	VARI	LOC	01/12/18	261956	788.29-
WARREN PAVING INC Sum												5,589.69-	
00001	WASTE MANAGEMENT OF SOUT			0010465-2526	00176213	17002366	WASTE DISPOSAL SANIT			01/12/18	261957	3,010.70-	
WASTE MANAGEMENT OF SOUT Sum												3,010.70-	
00001	WATERS	INTERNATIONAL	TRU	08P846526	00175921	17002101	REPR	PTS	U#18098	FIRE DEPT	01/12/18	261958	387.72-
00001	WATERS	INTERNATIONAL	TRU	08P846274	00176009	17002228	REPR	PTS	U#13982	STREET	01/12/18	261958	134.69-
00001	WATERS	INTERNATIONAL	TRU	08P846951	00176082	17002427	REPR	PTS	U#14408	SANIT	01/12/18	261958	119.08-
WATERS INTERNATIONAL TRU Sum												641.49-	
00001	WB MASON CO INC (FORMERL				00175916	17002205	PRINTER INK VARI DEPTS IT			01/12/18	261959	700.84-	
WB MASON CO INC (FORMERL Sum												700.84-	
00001	WEBSTER ELECTRIC COMPANY				00176230	17002429	AIRPORT LIGHTING MAINT			01/12/18	261960	2,196.14-	
WEBSTER ELECTRIC COMPANY Sum												2,196.14-	
Sum												1,730,750.57-	

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PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	313256	00175955	17000356	ROCK SALT	01/12/18	261768	135.00-
A & R FARM AND GARDEN							135.00-
Sum							
00002 ANOINTED HANDS SERVICES, 5367		00176105	17000377	SERVS 1/18 GRNDS MAINT	01/12/18	261779	310.00-
ANOINTED HANDS SERVICES,							310.00-
Sum							
00002 BLUE DOLPHIN POOL	30898	00176104	17000378	FOUNTAIN SERV 12/17 VARI LOC	01/12/18	261794	600.00-
BLUE DOLPHIN POOL							600.00-
Sum							
00002 BROWN, BRAXTON		SPORTS SERVS 02018253	17000380	SPORTS SUPPORT SERVICES	01/12/18	261797	288.00-
BROWN, BRAXTON							288.00-
Sum							
00002 CINTAS CORPORATION #J66	J66564582	00176111	17000369	MATS 12/04 GRNDS MAINT	01/12/18	261807	4.95-
00002 CINTAS CORPORATION #J66	J66565367	00176111	17000370	MATS 12/11 GRNDS MAINT	01/12/18	261807	4.95-
00002 CINTAS CORPORATION #J66	J66566148	00176111	17000371	MATS 12/18 GRNDS MAINT	01/12/18	261807	4.95-
00002 CINTAS CORPORATION #J66	J66567685	00176111	17000372	MATS 1/01 GRNDS MAINT	01/12/18	261807	4.95-
00002 CINTAS CORPORATION #J66	J66564583	00176111	17000373	UNIFORMS 12/04 GRNDS MAINT	01/12/18	261807	145.07-
00002 CINTAS CORPORATION #J66	J66565368	00176111	17000374	UNIFORMS 12/11 GRNDS MAINT	01/12/18	261807	128.98-
00002 CINTAS CORPORATION #J66	J66566149	00176111	17000375	UNIFORMS 12/18 GRNDS MAINT	01/12/18	261807	192.68-
00002 CINTAS CORPORATION #J66	J66567686	00176111	17000376	UNIFORMS 1/01 GRNDS MAINT	01/12/18	261807	59.68-
CINTAS CORPORATION #J66							546.21-
Sum							
00002 CITY OF HATTIESBURG FUND TRF 1ST 1/18		02018233	17000353	TRF 1ST 1/18 PAYROLL	01/03/18	311705	48,628.69-
CITY OF HATTIESBURG FUND							48,628.69-
Sum							
00002 ECONOMY SUPPLY CO	287201	00175931	17000357	BLDG MATLS TATUM SOC RESTROOM	01/12/18	261827	82.50-
00002 ECONOMY SUPPLY CO	287506	00176031	17000384	DOOR RPLCMNT CAMERON FIELD	01/12/18	261827	185.00-
ECONOMY SUPPLY CO							267.50-
Sum							
00002 ELKINS WHOLESALE INC	331171	00175016	17000355	JANIT SUPP GRNDS MAINT	01/12/18	261828	372.85-
00002 ELKINS WHOLESALE INC	334805-00	00176001	17000379	JANIT SUPP GRNDS MAINT	01/12/18	261828	801.04-
ELKINS WHOLESALE INC							1,173.89-
Sum							
00002 HAVARD PEST CONTROL INC	1234975	02018245	17000390	QTR SRV CAMERON FIELD	01/12/18	261848	48.00-
00002 HAVARD PEST CONTROL INC	1234970	02018245	17000391	QTR SRV TIMBERTON	01/12/18	261848	75.00-
00002 HAVARD PEST CONTROL INC	1234968	02018245	17000392	QTR SRV TATUM PARK	01/12/18	261848	125.00-
HAVARD PEST CONTROL INC							248.00-
Sum							

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00002 JORDAN, DEXTER JR	SPORTS SERV	02018253	17000381	SPORTS SUPPORT SERVICES	01/12/18	261863	160.00-
JORDAN, DEXTER JR Sum							160.00-
00002 KINSEY WELDING	4989	00176103	17000383	REPR TATUM SOCCER GOALS	01/12/18	261864	375.00-
KINSEY WELDING Sum							375.00-
00002 LANCASTER'S MACHINE & WE	PO#175869 12	00175869	17000362	REPRS U#13884 BILLY GOAT	01/12/18	261867	150.00-
LANCASTER'S MACHINE & WE Sum							150.00-
00002 LOWE'S OF HATTIESBURG IN	935812	00175247	17000364	CHRISTMAS TREE LIGHTING SUPP	01/12/18	261871	73.50-
00002 LOWE'S OF HATTIESBURG IN	936680	00175564	17000365	CHRISTMAS LIGHTS FED TOWERS	01/12/18	261871	14.46-
00002 LOWE'S OF HATTIESBURG IN	996626	00175445	17000366	BOARDWALK MATLS KP TENNIS CRT	01/12/18	261871	2,010.80-
00002 LOWE'S OF HATTIESBURG IN	953616	00175445	17000367	CREDIT STANDARD DECKING	01/12/18	261871	1,711.85
00002 LOWE'S OF HATTIESBURG IN	953617	00175445	17000368	BOARDWALK MATLS KP TENNIS CRTS	01/12/18	261871	1,838.40-
LOWE'S OF HATTIESBURG IN Sum							2,225.31-
00002 MS POWER COMPANY	1/18 PKS/REC	00020187	17000385	MNTHLY ELEC-PARKS & REC	01/12/18	261885	1,136.56-
MS POWER COMPANY Sum							1,136.56-
00002 NEEL-SCHAFFER INC	1049097 PH 3	00176200	17000387	SRV 11/17 TATUM SOCCER LIGHTS	01/12/18	261888	4,114.58-
00002 NEEL-SCHAFFER INC	1049097 PHAS	00174800	17000388	CAMERON FLD ENTRANCE DESIGN	01/12/18	261888	353.57-
NEEL-SCHAFFER INC Sum							4,468.15-
00002 PEANUTS TOWING SERVICE	77339	00175927	17000358	TOWING U#9213 TRUCK	01/12/18	261895	75.00-
PEANUTS TOWING SERVICE Sum							75.00-
00002 PIERCE PLUMBING INC	600871	00175999	17000361	PLUMB REPR TATUM REC OFFICE	01/12/18	261899	166.19-
PIERCE PLUMBING INC Sum							166.19-
00002 PLAY IT AGAIN SPORTS	PO#176150 1/	00176150	17000386	YTH/COACHES BSKTBAL JERSEYS	01/12/18	261904	3,730.00-
PLAY IT AGAIN SPORTS Sum							3,730.00-
00002 SOUTHERN ON SITE STORAGE	58531	00175870	17000359	PORTALETTS TATUM SOCCER FLD	01/12/18	261929	375.00-
SOUTHERN ON SITE STORAGE Sum							375.00-
00002 SOUTHERN TIRE MART #9 (M 9027750		00175778	17000360	TIRE/OIL CHG U#20419 & 17085	01/12/18	261931	62.62-
00002 SOUTHERN TIRE MART #9 (M 9027275		00175348	17000363	TIRES U#17050 & U#67851	01/12/18	261931	403.80-

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WATER & SEWER OPERATION/MAINT.							
00009 BONNER ANALYTICAL TESTIN	65047	00176174	17000450	NORTH LAGOON TESTS 12/17	01/12/18	261796	187.75-
BONNER ANALYTICAL TESTIN							187.75-
Sum							
00009 CERTIFIED LABORATORIES	2970760	00175746	17000415	CHEMICALS FOR LIFT STATIONS	01/12/18	261801	7,376.00-
00009 CERTIFIED LABORATORIES	2981465	00176022	17000434	HAND CLEANER WTR PLANTS	01/12/18	261801	451.00-
CERTIFIED LABORATORIES							7,827.00-
Sum							
00009 CINTAS CORPORATION #J66	J66566942	00176000	17000416	UNIFORMS 12/25 TRANS	01/12/18	261807	83.63-
00009 CINTAS CORPORATION #J66	J66566943	00176000	17000417	MOP/MAT 12/25 PLANT	01/12/18	261807	13.93-
00009 CINTAS CORPORATION #J66	J66566942	00176000	17000418	UNIFORMS 12/25 PLANT	01/12/18	261807	51.65-
00009 CINTAS CORPORATION #J66	J66566942	00176000	17000419	UNIFORMS 12/25 SEWER	01/12/18	261807	47.80-
00009 CINTAS CORPORATION #J66	J66566942	00176000	17000420	UNIFORMS 12/25 LAGOON	01/12/18	261807	25.81-
00009 CINTAS CORPORATION #J66	J66567697	00176114	17000426	UNIFORMS 1/01 TRANS	01/12/18	261807	272.47-
00009 CINTAS CORPORATION #J66	CREDIT	00176114	17000427	CREDIT RETURNED UNIFORMS TRAN	01/12/18	261807	27.93
00009 CINTAS CORPORATION #J66	J66567698	00176114	17000428	MOP/MAT 1/01 PLANT	01/12/18	261807	13.93-
00009 CINTAS CORPORATION #J66	J66567697	00176114	17000429	UNIFORMS 1/01 PLANT	01/12/18	261807	51.65-
00009 CINTAS CORPORATION #J66	J66567697	00176114	17000430	UNIFORMS 1/01 SEWER	01/12/18	261807	47.80-
00009 CINTAS CORPORATION #J66	J66567697	00176114	17000431	UNIFORMS 1/01 LAGOON	01/12/18	261807	25.81-
CINTAS CORPORATION #J66							606.55-
Sum							
00009 CITY OF HATTIESBURG FUND	TRF 1ST 1/18	02018233	17000396	TRF 1ST 1/18 PAYROLL	01/03/18	22082	90,031.51-
CITY OF HATTIESBURG FUND							90,031.51-
Sum							
00009 COBURN'S SUPPLY CO INC	60678252	00175505	17000403	MARKING PAINTS TRANS DEPT	01/12/18	261810	852.48-
00009 COBURN'S SUPPLY CO INC	60678252-1	00175505	17000404	MARKING PAINTS TRANS DEPT	01/12/18	261810	266.40-
00009 COBURN'S SUPPLY CO INC	60678252-2	00175505	17000405	MARKING PAINTS TRANS DEPT	01/12/18	261810	93.24-
00009 COBURN'S SUPPLY CO INC	60678252-3	00175505	17000406	MARKING PAINTS TRANS DEPT	01/12/18	261810	13.32-
00009 COBURN'S SUPPLY CO INC	60711105	00175749	17000407	PLUMB SUPP TRANS STOCK	01/12/18	261810	5,530.32-
COBURN'S SUPPLY CO INC							6,755.76-
Sum							
00009 FUELMAN OF MS	BG127044 NP5	00176002	17000409	FUEL CHGS 12/4-8/17 J GREEN	01/12/18	261837	81.17-
FUELMAN OF MS							81.17-
Sum							
00009 GARNER LUMLEY ELECTRIC S	541958	00173788	17000422	LIGHT FIXTURES LIME BLD PLT#2	01/12/18	261841	860.00-
GARNER LUMLEY ELECTRIC S							860.00-
Sum							
00009 GILLILANDS ELECTRONICS S	65602	00176019	17000401	ALARM 1/18-4/18 WTR BILLING	01/12/18	261843	90.00-
00009 GILLILANDS ELECTRONICS S	65707	00176173	17000442	REPR PHONE BELL WTR FLT #2	01/12/18	261843	75.00-
GILLILANDS ELECTRONICS S							165.00-
Sum							

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00009 HAVARD PEST CONTROL INC	1234973	02018245	17000454	QTR SRV WATER OFFICE	01/12/18	261848	45.00-
00009 HAVARD PEST CONTROL INC	1234992	02018245	17000455	QTR SRV WTR WORKS JAMES ST	01/12/18	261848	50.00-
00009 HAVARD PEST CONTROL INC	1234993	02018245	17000456	QTR SRV BURKETT LIFT STA	01/12/18	261848	40.00-
00009 HAVARD PEST CONTROL INC	1234994	02018245	17000457	QTR SRV E LAUREL LIFT STA	01/12/18	261848	40.00-
HAVARD PEST CONTROL INC Sum							175.00-
00009 ITRON INC	467440	00176244	17000458	WTR LEAK MONITORING SYSTEM	01/12/18	261859	1,104.00-
ITRON INC Sum							1,104.00-
00009 L & A CONTRACTING CO	483-098	00176056	17000424	AERATOR MNT 12/18-31/17 LAGNS	01/12/18	261866	27,567.06-
L & A CONTRACTING CO Sum							27,567.06-
00009 LANCASTER'S MACHINE & WE	23351	00175057	17000421	REPAIR/FAB WTR CUTOFF TOOLS	01/12/18	261867	250.00-
00009 LANCASTER'S MACHINE & WE	23315	00174681	17000423	BRACKET REPR U#18897 SEWER	01/12/18	261867	85.00-
LANCASTER'S MACHINE & WE Sum							335.00-
00009 MCELHANEY PLUMBING INC	263777	00176021	17000432	PLUMB SUPP PLT #2	01/12/18	261875	38.90-
MCELHANEY PLUMBING INC Sum							38.90-
00009 MS POWER COMPANY	1/18 W&SO&M	00020187	17000439	MNTHLY ELEC-W&SO&M	01/12/18	261885	33,245.85-
MS POWER COMPANY Sum							33,245.85-
00009 PEARL RIVER VALLEY EPA (	W&SO&M 1/01/	00020187	17000452	MNTHLY 1/18 PUBLIC SERVICES	01/12/18	261896	867.31-
PEARL RIVER VALLEY EPA (							867.31-
00009 PHILLIPS CAR CARE CENTER	00690	00175272	17000412	REPRS U#14142 SEWER	01/12/18	261898	165.35-
PHILLIPS CAR CARE CENTER Sum							165.35-
00009 PUCKETT RENTS	634281-0001	00175820	17000402	SAW BLADES TRANS DEPT	01/12/18	261908	89.90-
PUCKETT RENTS Sum							89.90-
00009 REGIONS CARDHOLDER SERVI	7079 12/29/1	00175144	17000440	AEROSOL LUBRICANT WTR OFFICE	01/12/18	261910	50.97-
00009 REGIONS CARDHOLDER SERVI	7079 12/29/1	00175548	17000441	HAND TOOLS/SUPP WTR BILLING	01/12/18	261910	398.04-
REGIONS CARDHOLDER SERVI Sum							449.01-
00009 RICOH CORP	5051734082 W	00176073	17000425	PRODUCT PRINTER CHGS CUST ACT	01/12/18	261911	92.02-

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RICOH CORP Sum							92.02-
00009 RJM MCQUEEN CONTRACTING	1355	00176027	17000414	SWR REPR PRINCE GEORGE/S 28TH	01/12/18	261913	7,950.15-
00009 RJM MCQUEEN CONTRACTING	1408	00176141	17000435	SEWER REPR CHERRY/TUSCAN	01/12/18	261913	35,155.80-
00009 RJM MCQUEEN CONTRACTING	1409	00176141	17000436	SEWER REPR WEST/ST JOSEPH	01/12/18	261913	6,337.40-
00009 RJM MCQUEEN CONTRACTING	1410	00176141	17000437	SEWER REPR GREEN/COLLEGE	01/12/18	261913	1,600.00-
00009 RJM MCQUEEN CONTRACTING	1411	00176141	17000438	DECEMBER 2017 PUMPING	01/12/18	261913	18,428.10-
00009 RJM MCQUEEN CONTRACTING	1412	00176175	17000443	SEWER REPR S 28TH/PROFESSIONL	01/12/18	261913	5,325.75-
00009 RJM MCQUEEN CONTRACTING	1413	00176175	17000444	SWR REPR S 18TH/2ND TERRACE	01/12/18	261913	9,678.10-
00009 RJM MCQUEEN CONTRACTING	1414	00176175	17000445	SWR REPR ALICE DR/S 28TH	01/12/18	261913	10,464.70-
00009 RJM MCQUEEN CONTRACTING	1415	00176175	17000446	SWR REPR VIRGINIA/W 4TH ST	01/12/18	261913	4,760.00-
00009 RJM MCQUEEN CONTRACTING	1416	00176212	17000447	SWR REPR WOODLAND HILLS/S 34	01/12/18	261913	6,781.75-
00009 RJM MCQUEEN CONTRACTING	1417	00176212	17000448	SWR REPR MCSWAIN/REBECCA	01/12/18	261913	14,105.15-
00009 RJM MCQUEEN CONTRACTING	1418	00176212	17000449	SWR REPR REBECCA/MCCOMB	01/12/18	261913	48,269.20-
RJM MCQUEEN CONTRACTING Sum							168,856.10-
00009 SECURITY BLANKET	101891	00176025	17000408	CAMERA REPR WTR PLT #2	01/12/18	261918	75.00-
SECURITY BLANKET Sum							75.00-
00009 SOUTHERN WATERWORKS SUPP	72501	00174880	17000410	PLUMB SUPP SEWER STOCK	01/12/18	261933	4,610.35-
00009 SOUTHERN WATERWORKS SUPP	72701	00174880	17000411	PLUMB SUPP SEWER STOCK	01/12/18	261933	204.45-
SOUTHERN WATERWORKS SUPP Sum							4,814.80-
00009 SPIRE ENERGY	1/18 W&SO&M	00020187	17000453	MNTHLY GAS-W&SO&M	01/12/18	261936	13.25-
SPIRE ENERGY Sum							13.25-
00009 STANDARD OFFICE SUPPLY C	0073697-001	00174677	17000398	OFFICE SUPP WTR BILLING	01/12/18	261937	424.40-
00009 STANDARD OFFICE SUPPLY C	0074392-001	00175549	17000399	OFFICE SUPP WTR BILLING	01/12/18	261937	273.50-
00009 STANDARD OFFICE SUPPLY C	0074391-001	00175895	17000400	OFFICE SUPP WTR BILLING	01/12/18	261937	380.50-
STANDARD OFFICE SUPPLY C Sum							1,078.40-
00009 VACUUM TRUCK SALES & SER	MS11288	00175344	17000413	REPR PTS U#15916 SEWER	01/12/18	261952	2,435.00-
VACUUM TRUCK SALES & SER Sum							2,435.00-
00009 WARREN PAVING INC	5366	00173898	17000451	HOT ASPHALT VARI LOC	01/12/18	261956	548.80-
WARREN PAVING INC Sum							548.80-
00009 WATERS INTERNATIONAL TRU	08P845002	00175328	17000433	REPR PTS U#18897 SEWER	01/12/18	261958	174.09-
WATERS INTERNATIONAL TRU Sum							174.09-

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						348,639.58-

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12/17 MILLAG	02018228	17000033	12/17 MILLAGE DIST 1/18	01/04/18	311711	11,366.59-
						11,366.59-
						11,366.59-

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MUNICIPAL ROAD & BRIDGE							
00072	NEEL-SCHAFFER INC	1049097	PHAS	00176194	17000038	SRV 11/17 DABBS ST SIDEWALK	01/12/18 261888 824.99-
00072	NEEL-SCHAFFER INC	1049096		00176195	17000039	SRV 11/17 D/TOWN IMPRV PLAN	01/12/18 261888 1,271.37-
00072	NEEL-SCHAFFER INC	1049097	PH 3	00176197	17000040	SRV 11/17 CE ROY CNTR PATHWAY	01/12/18 261888 2,674.93-
00072	NEEL-SCHAFFER INC	1049097	PH 3	00176198	17000041	SRV 11/17 GORDON CRK EAST	01/12/18 261888 791.82-
00072	NEEL-SCHAFFER INC	1049097	PH 4	00176202	17000042	SRV 11/17 R/ABOUT HARDY/GREEN	01/12/18 261888 2,021.88-
00072	NEEL-SCHAFFER INC	1049097	PH 4	00176204	17000043	SRV 11/17 L BURNEY SIDEWALK	01/12/18 261888 2,021.88-
00072	NEEL-SCHAFFER INC	1049097	PH 4	00176209	17000044	SRV 11/17 HARDY ST PED IMPRVM	01/12/18 261888 1,708.91-
NEEL-SCHAFFER INC							
Sum							11,315.78-
00072	PITTMAN LAW FIRM (LEGAL) 712			00176245	17000045	SRV S 28TH BRIDGE PROJECT	01/12/18 261903 315.00-
PITTMAN LAW FIRM (LEGAL)							
Sum							315.00-
00072	SHOWS DEARMAN & WAITS IN 20026			00176222	17000046	SRV 11/25-12/23 WESTRN BELTWY	01/12/18 261922 8,499.70-
SHOWS DEARMAN & WAITS IN							
Sum							8,499.70-
Sum							20,130.48-

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MASS TRANSIT FUND							
00073 ALLIANCE BUS GROUP INC	515510A	00171613	17000131	ENGINE CHECK U#20854	01/12/18	261774	90.00-
ALLIANCE BUS GROUP INC							
Sum							90.00-
00073 AUTOMOTIVE GLASS SPECIAL I219614		00175573	17000121	WINDSHIELD U#20461	01/12/18	261789	295.00-
AUTOMOTIVE GLASS SPECIAL							
Sum							295.00-
00073 CITY OF HATTIESBURG FUND TRF 1ST 1/18	02018233	17000115	TRF 1ST 1/18	PAYROLL	01/03/18	112428	27,959.77-
CITY OF HATTIESBURG FUND							
Sum							27,959.77-
00073 COMSOUTH	19050	00175574	17000119	RADIO BATTERIES	01/12/18	261815	198.00-
COMSOUTH							
Sum							198.00-
00073 DOSSETT PONTIAC CADILLAC 45022		00175053	17000118	HORN REPR U#16759 BUS	01/12/18	261826	105.28-
DOSSETT PONTIAC CADILLAC							
Sum							105.28-
00073 GARNER LUMLEY ELECTRIC S 544118		00174535	17000117	LIGHT FIXTURE BULBS	01/12/18	261841	596.68-
00073 GARNER LUMLEY ELECTRIC S 543890		00174780	17000120	LIGHT BULBS FOR PARKING LOT	01/12/18	261841	287.70-
GARNER LUMLEY ELECTRIC S							
Sum							884.38-
00073 GILLIG LLC	40386671	00174000	17000129	REPR PTS U#16234 BUS	01/12/18	261842	4.32-
00073 GILLIG LLC	40391291	00174000	17000130	REPR PTS U#16234 BUS	01/12/18	261842	1,394.13-
GILLIG LLC							
Sum							1,398.45-
00073 HAVARD PEST CONTROL INC 1234996		02018245	17000132	QTR SRV MASS TRANSIT BLDG	01/12/18	261848	48.00-
HAVARD PEST CONTROL INC							
Sum							48.00-
00073 JERRY'S AUTOMOTIVE REPAI 18993		00176038	17000123	REPRS U#19552 ADDL PO#175976	01/12/18	261860	283.60-
00073 JERRY'S AUTOMOTIVE REPAI 18992		00175976	17000125	BRAKE REPR U#19552 BUS	01/12/18	261860	364.80-
JERRY'S AUTOMOTIVE REPAI							
Sum							648.40-
00073 JOHNNY'S WRECKER SERVICE 35055		00175893	17000122	TOWING U#16761 BUS	01/12/18	261861	250.00-
JOHNNY'S WRECKER SERVICE							
Sum							250.00-
00073 MOBILITY SYSTEMS INC 6979		00176115	17000126	LIFT REPR U#16759 BUS	01/12/18	261881	85.00-
MOBILITY SYSTEMS INC							

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WATER&SEWER CONSTRUCTION FUND							
00075 C B DEVELOPERS INC	EST#4 LAKE F	00176241	17000054	SRV 11/17 LAKE FORGETFUL IMPV	01/12/18	261798	163,359.03-
C B DEVELOPERS INC							163,359.03-
Sum							
00075 FORREST CTY CIRCUIT COUR	12/19/17	00176047	17000049	CIVIL ACTION #CO17-0984	01/04/18	311720	25,000.00-
FORREST CTY CIRCUIT COUR							25,000.00-
Sum							
00075 SHOWS DEARMAN & WAITS IN	20030	00176225	17000051	SRV 11/25-12/23 PLT#2 WAREHSE	01/12/18	261922	690.00-
00075 SHOWS DEARMAN & WAITS IN	20034	00176227	17000052	SRV 11/25-12/23 DRINKING WTR	01/12/18	261922	2,200.00-
00075 SHOWS DEARMAN & WAITS IN	20056	00176248	17000053	SRV 11/25-12/23 N 40TH/N 39TH	01/12/18	261922	15,965.00-
00075 SHOWS DEARMAN & WAITS IN	20037	00176252	17000055	SRV 11/25-12/23 LAKE FORGETFL	01/12/18	261922	5,610.00-
00075 SHOWS DEARMAN & WAITS IN	20035	00176243	17000056	SRV 11/25-12/23 30TH/C CHASE	01/12/18	261922	3,850.00-
00075 SHOWS DEARMAN & WAITS IN	20040	00176249	17000057	SRV 11/25-12/23 LAMAR BLVD	01/12/18	261922	3,371.15-
00075 SHOWS DEARMAN & WAITS IN	20039	00176242	17000058	SRV 11/25-12/23 2017 WTR SYS	01/12/18	261922	4,428.80-
SHOWS DEARMAN & WAITS IN							
Sum							36,114.95-
00075 UTILITY SERVICE CO INC	6248 1/01/18	00176108	17000050	QTRLY TANK MAINT 1/18	01/12/18	261950	42,903.23-
UTILITY SERVICE CO INC							42,903.23-
Sum							
Sum							267,377.21-

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COMMUNITY CENTERS' FUND							
00077 AMERICAN AIR SPECIALISTS	90698	00175971	17000137	REPR SHERRILL CNTR SEWER LINE	01/12/18	261775	1,161.32-
AMERICAN AIR SPECIALISTS							1,161.32-
Sum							
00077 CINTAS CORPORATION #J66	J66564924	00175980	17000138	UNIFORMS 12/06 COMM CENTERS	01/12/18	261807	47.70-
00077 CINTAS CORPORATION #J66	J66565700	00175980	17000139	UNIFORMS 12/13 COMM CENTERS	01/12/18	261807	47.70-
00077 CINTAS CORPORATION #J66	J66566493	00175980	17000140	UNIFORMS 12/20 COMM CENTERS	01/12/18	261807	47.70-
00077 CINTAS CORPORATION #J66	J66567261	00175980	17000141	UNIFORMS 12/27 COMM CENTERS	01/12/18	261807	48.30-
CINTAS CORPORATION #J66							191.40-
Sum							
00077 CITY OF HATTIESBURG FUND TRF 1ST 1/18	02018233	17000134	TRF 1ST 1/18	PAYROLL	01/03/18	311705	19,269.64-
CITY OF HATTIESBURG FUND							19,269.64-
Sum							
00077 CURTIS, JR. MALCOLM (REF CE ROY CENTE	02018243	17000144	DAMAGE DEPOSIT REFUND	01/12/18	261819	100.00-	
CURTIS, JR. MALCOLM (REF							100.00-
Sum							
00077 FORTENBERRY, ANNIE (REFU SHERRILL CEN	02018243	17000143	DAMAGE DEPOSIT REFUND	01/12/18	261836	100.00-	
FORTENBERRY, ANNIE (REFU							100.00-
Sum							
00077 HAVARD PEST CONTROL INC	1234983	02018245	17000148	QTR SRV CE ROY CENTER	01/12/18	261848	48.00-
00077 HAVARD PEST CONTROL INC	1234982	02018245	17000149	QTR SRV CULTURAL CENTER	01/12/18	261848	48.00-
HAVARD PEST CONTROL INC							96.00-
Sum							
00077 HUGHES SUPPLY	S151762354.0	00175739	17000150	A/C REPR PTS MCNAIR CENTER	01/12/18	261855	30.64-
HUGHES SUPPLY							30.64-
Sum							
00077 MS POWER COMPANY	1/18 COMM CN	00020187	17000145	MNTHLY ELEC-COMM CENTERS	01/12/18	261885	2,502.50-
MS POWER COMPANY							2,502.50-
Sum							
00077 NEWELL PAPER COMPANY	4017840	00175653	17000142	AIR BLOWER COMM CNTRS CARPETS	01/12/18	261890	447.50-
NEWELL PAPER COMPANY							447.50-
Sum							
00077 SMITH, JIM SERVICES	88369	00176220	17000146	BOILER REPR SHERRILL CENTER	01/12/18	261923	2,525.80-
00077 SMITH, JIM SERVICES	88368	00175973	17000152	BOILER REPR SHERRILL CENTER	01/12/18	261923	4,103.72-
SMITH, JIM SERVICES							6,629.52-
Sum							
00077 SOLAR SUPPLY INC	3498479	00175773	17000136	FILTERS FOR COMM CENTERS	01/12/18	261924	591.12-

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						3,467,432.85-

Grand Total Level
Sum