

# **City of Hattiesburg, MS**

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



## **Meeting Agenda - Final**

**Tuesday, April 5, 2016**

**5:00 PM**

**Council Chambers**

**City Council**

**I. Call to Order****II. Call to Prayer and Pledge of Allegiance****III. Agenda Order****IV. Approval of Minutes for the March 7, 8, 10, 21, 22 and 23, 2016, City Council meetings.****V. PRESENTATION AGENDA****VI. POLICY AGENDA**

- VI.-1      [2016-427](#)**      Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.

**Attachments:**

[RESO MEMO 04-05-16](#)

[1.\) 1214 Putnam Ave RESO](#)

[2.\) 610 W 5th RESO](#)

[3.\) 403 W 4th St RESO](#)

[4.\) 309 Unetta St RESO](#)

[5.\) 316 N 20th Ave RESO](#)

[6.\) 815 Quinn St RESO](#)

[7.\) 806 Jordan Ave RESO](#)

[8.\) 811 Duane St RESO](#)

[9.\) 703 MLK Ave RESO](#)

[10.\) 115 S 10th Ave RESO](#)

[executed & recorded copy of 1.\) 1214 Putnam Ave RESO #2016-42](#)

[executed & recorded copy of 2.\) 610 W 5th RESO #2016-43](#)

[executed & recorded copy of 3.\) 403 W 4th St RESO #2016-44](#)

[executed & recorded copy of 4.\) 309 Unetta St RESO #2016-45](#)

[executed & recorded copy of 5.\) 316 N 20th Ave RESO #2016-46](#)

[executed & recorded copy of 6.\) 815 Quinn St RESO #2016-47](#)

[executed & recorded copy of 7.\) 806 Jordan Ave RESO #2016-48](#)

[executed & recorded copy of 8.\) 811 Duane St RESO #2016-49](#)

[executed & recorded copy of 9.\) 703 MLK Ave RESO #2016-50](#)

[executed & recorded copy of 10.\) 115 S 10th Ave RESO #2016-51](#)



- VI.-2**      [2016-2575](#)      Adopt a resolution authorizing and directing the issuance of Taxable Tax Increment Limited Obligation Bonds, series 2016(Whispering Pines Retirement Community Project), of the City of Hattiesburg, Mississippi, in the principal amount of not to exceed Seven Million Dollars(\$7,000,000.00)(The Bonds) to raise money for the purpose of paying the costs of constructing the infrastructure improvements(as hereinafter defined), funding the debt service reserve fund, if applicable, and paying costs of issuance for the bonds; and for related purposes.

**Attachments:**      [Reso- Whispering Pines](#)  
[executed Reso- Whispering Pines RES#2016-52](#)

- VI.-3**      [2016-2577](#)      Adopt a resolution authorizing and ratifying the signing of and distribution of a preliminary official statement for the sale of Taxable Tax Increment Limited Obligation Bonds, series 2016 ( Whispering Pines Retirement Community Project), of the City of Hattiesburg, Mississippi, in the principal amount of not to exceed Seven Million Dollars (\$7,000,000.00) (The Bonds) approving and authorizing the form of, execution of and distribution of an official statement pertaining to the bonds; authorizing and approving the form of and execution of a continuing disclosure certificate;and authorizing and approving the form of and execution of the bond purchase agreement for the sale of bonds.

**Attachments:**      [Reso-POS](#)  
[executed Reso-POS RES#2016-53](#)

- VI.-4**      [2016-2560](#)      Adopt Resolution declaring surplus one (1) 1997 Ford 150 LWB Pickup (1FTEF176VNC58043); authorize the donation of said vehicle to the Town of Pace.

**Attachments:**      [RES-Surplus Vehicle, HPD Animal Control, 1997 Ford Truck](#)  
[Correspondence - vehicle donation to City of Pace](#)  
[executed RES-Surplus Vehicle, HPD Animal Control, 1997 Ford Truck RES#20](#)

- VI.-5**      [2016-2568](#)      Approve additional services under Professional Services agreement between the City of Hattiesburg and Carter & Sloope dated September 9, 2015 (MB# 2015-288), for boundary surveys, land testing, and additional engineering associated with land parcel evaluation & purchase negotiations.

**Attachments:**      [Carter&Sloope Additional Services](#)  
[executed Carter&Sloope Additional Services](#)

- VI.-6**      [2016-2574](#)      Approve the purchase of a parcel of property located at 318 Hardy Street (Forrest County Tax Parcel 2-0290-10-043.00) from Ricardo Mussiett owner, in the amount of \$54,000 plus 2016 property taxes to be determined at later date (approximately \$1,655 per 2015 tax); Authorize the issuance of a manual check in the amount of \$54,000; pending acceptable Title Opinion.

**Attachments:**      [Mussiett Appraisal](#)  
                                 [Ricardo Mussiett Deed](#)  
                                 [Mussiett Agreement](#)  
                                 [Title Opinion](#)  
                                 [executed Ricardo Mussiett Deed](#)  
                                 [executed Mussiett Agreement](#)

**VI.-7 Removed.**

- VI.-8**      [2016-2573](#)      Approve and authorize Mayor to execute 2016 sponsorship agreement between the City of Hattiesburg and Hattiesburg Veterans Committee for Armed Forces Day May 21, 2016, in accordance with Mississippi Code 17-3-1, in an amount not to exceed \$2,500.00.

**Attachments:**      [Sponsorship package](#)

- VI.-9**      [2016-2570](#)      Acknowledge receipt of audit for the Library of Hattiesburg, Petal and Forrest County for the fiscal year ended September 30, 2015 from Herzog CPA Company, PLLC(on file in the City Clerk's Office).

**Attachments:**      [Audit FYE 9 2015](#)

**VII. ROUTINE AGENDA**

- VII.-1**      [2016-2564](#)      Authorize Mayor to renew maintenance agreement between the City of Hattiesburg and Kronos Incorporated for software support services, equipment support services, and educational services on time clocks and time-keeping software for the period of May 27, 2016 - June 15, 2017 for a total of \$33,425.62.

**Attachments:**      [04-05-Kronos Maintenance](#)  
                                 [executed 04-05-Kronos Maintenance](#)

- VII.-2**     [2016-2555](#)     Acknowledge receipt of request filed by Mary Morris Sakalaios to appeal the Hattiesburg Historic Conservation Commission's recommendation for the petition filed by Mary Elizabeth Morris Sakalaios, Owner, to to demolish the structures at 1413 Main Street (Parcel 042F-26-153.00, PPIN 12334, Ward 5); (Hattiesburg Historic Conservation Commission recommended to DENY on March 9, 2016); Set a public hearing before City Council on May 2, 2016 at 4:00 p.m.; and authorize publication of Public Notice setting an Appeal Public Hearing.

**Attachments:**     [Request to Appeal HHCC Decision Sakalaios](#)  
[Feb 2016 minutes HHCC](#)  
[1413 Main St - Applicant Documentation and Application](#)  
[Data sheet 1413 N Main St](#)  
[Opposition letters](#)  
[MDAH letter 1413 Main St Demo](#)  
[1413 Main St - Interior photos](#)  
[Sakalaios Appeal Public Notice 1](#)

- VII.-3**     [2016-2572](#)     Acknowledge receipt of the unadvertised bid purchase docket for the period of January 27, 2016 through March 28, 2016 as provided.

**Attachments:**     [Unadvertised bids.](#)

- VII.-4**     [2016-2581](#)     Acknowledge receipt of unadvertised bids for 34th Ave Pedestrian Bridge and accept the bid of Crane Materials International in the amount of \$47,900.00 as the lowest and best bid received (Unadvertised bids for Construction Project)

**Attachments:**     [Two Quotes-](#)

- VII.-5**     [2016-2561](#)     Acknowledge receipt of Declaration of Forfeiture from the Mississippi Bureau of Narcotics forfeiting \$2,600.00 to the Hattiesburg Police Department.

**Attachments:**     [Declaration of Forfeiture - MBN](#)  
[MEMO - Receipt of Forfeiture](#)

- VII.-6**     [2016-2569](#)     Approve the City's purchase of six (6) grave spaces located in the South Half (S1/2) of lot 77, Section 4, Highland Cemetery(4-spaces) and the Northwest Quarter(NW1/4), lot 83, Section 4, Highland Cemetery(2-spaces) , from Alice Rhea Mitchell in the amount of \$300.00; authorize manual check for the same.

**Attachments:**     [Mitchell- Supporting Documents](#)

- VII.-7**     [2016-2571](#)     Approve the City's purchase of of two (2) grave spaces located in the Northeast Quarter (NE1/4) Lot 10 Section 26, of the Highland Cemetery, from Harry Hickman in the amount of \$350.00; authorize manual check for the same.

**Attachments:**     [Hickman- Supporting Documents.](#)

- VII.-8**     [2016-2565](#)     Approve the sale of grave spaces, per attached memo.

**Attachments:**     [Cemetery Receipts \(April 4\)](#)  
                              [deeds \(April 4, 2016\)](#)  
                              [executed deeds \(April 4, 2016\)](#)

- VII.-9**     [2016-2563](#)     Approve and authorize issuance of manual check for CDBG Program Claims per attached memorandum. {Entitlement CDBG}

**Attachments:**     [Memorandum for CDBG Payment 4-5-2016](#)

- VII.-1**     [2016-2564](#)     Authorize Mayor to renew maintenance agreement between the City of Hattiesburg and Kronos Incorporated for software support services, equipment support services, and educational services on time clocks and time-keeping software for the period of May 27, 2016 - June 15, 2017 for a total of \$33,425.62.

**Attachments:**     [04-05-Kronos Maintenance](#)  
                              [executed 04-05-Kronos Maintenance](#)



# City of Hattiesburg, MS

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

## Master

**File Number: 2016-427**

**File ID:** 2016-427

**Type:** Resolution

**Status:** Passed

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 03/29/2016

**Brief Title:** Condemnation Resolutions, 04-05-16

**Final Action:** 04/05/2016

**Minute Book Number:** MB2016-90

**Title:**

Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.

**Notes:**

**Sponsors:**

**Enactment Date:** 04/05/2016

**Attachments:** RESO MEMO 04-05-16, 1.) 1214 Putnam Ave  
RESO, 2.) 610 W 5th RESO, 3.) 403 W 4th St  
RESO, 4.) 309 Unetta St RESO, 5.) 316 N 20th Ave  
RESO, 6.) 815 Quinn St RESO, 7.) 806 Jordan Ave  
RESO, 8.) 811 Duane St RESO, 9.) 703 MLK Ave  
RESO, 10.) 115 S 10th Ave RESO, executed &  
recorded copy of 1.) 1214 Putnam Ave RESO  
#2016-42, executed & recorded copy of 2.) 610 W  
5th RESO #2016-43, executed & recorded copy of  
3.) 403 W 4th St RESO #2016-44, executed &  
recorded copy of 4.) 309 Unetta St RESO #2016-45,  
executed & recorded copy of 5.) 316 N 20th Ave  
RESO #2016-46, executed & recorded copy of 6.)  
815 Quinn St RESO #2016-47, executed & recorded  
copy of 7.) 806 Jordan Ave RESO #2016-48,  
executed & recorded copy of 8.) 811 Duane St  
RESO #2016-49, executed & recorded copy of 9.)  
703 MLK Ave RESO #2016-50, executed & recorded  
copy of 10.) 115 S 10th Ave RESO #2016-51

**Enactment Number:**

**Contact:**

**Meeting Date:** 04/05/2016

**Drafter:** Akwete Muhammad

**Effective Date:** 04/05/2016

## History of Legislative File

| Ver-<br>sion: | Acting Body: | Date:      | Action: | Sent To: | Due Date: | Return<br>Date: | Result: |
|---------------|--------------|------------|---------|----------|-----------|-----------------|---------|
| 1             | City Council | 04/05/2016 | Adopt   |          |           |                 | Pass    |

**Action Text:** A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea: 5    Council Member Bradley  
             Council Member Delgado  
             Council Member Carroll  
             Council Member Dryden  
             Council Member Naylor

TEL-No Vote: 0

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### **Text of Legislative File 2016-427**

#### **Title**

Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.

#### **Summary**

Condemnation Resolutions, 04-05-16

#### **Budget Information**

#### **Expenditure Type**

#### **Purchasing Item**

#### **Publication Information**



**Mayor**

*Johnny L. DuPree, Ph.D.*

**Council - Ward 1**  
*Kim Bradley*

**Council - Ward 2**  
*Deborah Denard Delgado*

**Council - Ward 3**  
*Carter Carroll*

**Council - Ward 4**  
*Mary Dryden*

**Council - Ward 5**  
*Henry Naylor*

## **MEMORANDUM**

**TO:** Mayor and City Council

**FROM:** Mark Jordan, Code Enforcement Division Manager

**DATE:** April 5, 2016

**RE:** Adopt Resolutions

I recommend the adoption of resolutions determining the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

| <b><u>Address</u></b>            | <b><u>PPIN #</u></b> | <b><u>Ward</u></b> | <b><u>Violations</u></b> |
|----------------------------------|----------------------|--------------------|--------------------------|
| 1. 1214 Putnam Ave.              | 22467                | 2                  | OGL,VS,UC (Stairs)       |
| 2. 610 W. 5 <sup>th</sup> St.    | 17264                | 5                  | VS,DB,T&L                |
| 3. 403 W. 4 <sup>th</sup> St.    | 14439                | 2                  | VS,DB,T&L                |
| 4. 309 Unetta St.                | 21933                | 2                  | DB,AB,OGL,T&L            |
| 5. 316 N 20 <sup>th</sup> Ave.   | 13314                | 4                  | DB,AB,OGL,T&L            |
| 6. 815 Quinn St.                 | 22948                | 4                  | DB,AB,OGL,T&L,HT         |
| 7. 806 Jordan Ave.               | 21534                | 5                  | DB,AB,OGL,T&L            |
| 8. 811 Duane St.                 | 22926                | 4                  | DB,AB,OGL,T&L,AV         |
| 9. 703 Martin Luther King Ave.   | 21521                | 5                  | VS,DB,OGL                |
| 10. 115 S. 10 <sup>th</sup> Ave. | 16772                | 4                  | DB,AB,OGL,T&L            |

Prepared by:  
City of Hattiesburg  
Code Enforcement  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898

Return to:  
City of Hattiesburg  
City Clerk's Office  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898

**RESOLUTION  
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

**WHEREAS**, on the 8<sup>th</sup> day of March 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 4<sup>th</sup> day of April, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-030M-11-235; PPIN 22467; 1214 Putnam Ave., and better described as Lot 12 Twelve (12), Block Thirteen (13), of the OMEGA ADDITION to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

**WHEREAS**, the owner of the property is: RVFM6; DOUGLAS WILSON

**WHEREAS**, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

**WHEREAS**, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Vacant Structure (International Property Maintenance Code, Sec. 301.3)**  
**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)**  
**Unsafe Conditions (International Property Maintenance Code, Sec. 34.1.1)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.



The above and foregoing Resolution was introduced by Council member \_\_\_\_\_, seconded by Council member \_\_\_\_\_, and was adopted by the following vote, to-wit:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 5<sup>th</sup> day of April 2016.

(SEAL)

ADOPTED:

---

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 5<sup>th</sup> day of April, A.D., 2016

APPROVED:

MAYOR

Prepared by:  
City of Hattiesburg  
Code Enforcement  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898

Return to:  
City of Hattiesburg  
City Clerk's Office  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898

## **RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

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PARCEL: 2-029F-04-181; PPIN 17264; 610 W. 5<sup>TH</sup> St., and better described as Lots One (1), Two (2) and Three (3) in Block 3 according to the HAWKINS AND THOMPSON SUBDIVISION of plat of Block 170 according to the Crittendon Official Map of the City of Hattiesburg, Mississippi (all the foregoing as existed in 1909), the same being part of Section 4, Township 4 North, Range 13 West, as per maps on file in 1909 with the Chancery Clerk of Forrest County, Mississippi and more definitely described by beginning at the Northeast corner of said Block 3 and run South along the West side of West Street 188 feet to the right of way of the Pearl and Leaf River Railroad shown on aforesaid map, more recently known as the Mississippi Central Railroad, now known as the Illinois Central Gulf Railroad; thence Westward along the North side of and adjoining the said right of way 150 feet or to the Southwest corner of said Lot 3; thence North 173 feet to Fifth Street; thence East 150 feet to the point of beginning.

Being the same property conveyed to the Texas Company (now known as Texaco, Inc.) by Warranty Deed dated January 30, 1909, from H. I. Ferguson joined by Thos. M. Ferguson, her husband, and recorded in Book 2, at Page 487, Official Records of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

**WHEREAS**, the owner of the property is: U.S. SMALL BUSINESS ADMINISTRATION; SOUTHEAST MISSISSIPPI COMMUNITY INVESTMENT CORPORATION; S&S PROPERTIES, LLC; JIMMY D. KNIGHT; GARY A. BRASWELL, GRADY MONTGOMERY

**WHEREAS**, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

**WHEREAS**, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Dilapidated Building (X's 3) (International Property Maintenance Code, Sec. 304)**  
**Vacant Structure (X's 3) (International Property Maintenance Code, Sec. 301.3)**  
**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)**  
**Trash and Litter (International Property Maintenance Code, Sec. 307.1)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member \_\_\_\_\_, seconded by Council member \_\_\_\_\_, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 5<sup>th</sup> day of April 2016.

(SEAL)

ATTEST:

ADOPTED:

\_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 5<sup>th</sup> day of April, A.D., 2016

ATTEST:

APPROVED:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR



Prepared by:  
City of Hattiesburg  
Code Enforcement  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898

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## **RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

**WHEREAS**, on the 8<sup>th</sup> day of March 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 4<sup>th</sup> day of April, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029F-04-210; PPIN 14439; 403 W. 4th. St., and better described as, All or part of Lot 2, Block 170 Crittendon Survey to the City of Hattiesburg, County of Forrest, State of Mississippi, more particularly described as follows, to wit; commence at the Southwest corner of Lot 2, Block 170, of said subdivision, and run thence East for a distance of 100 feet, more or less, to the west margin of West Street (formerly Central Avenue) being the intersection of the West margin of West Street and the North margin of West Fourth Street, run thence North along the west in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

**WHEREAS**, the owner of the property is: SHO LLC; LONG LAND INVESTMENTS; EMMANUEL ARMAS & SAMANTHA ARMAS

**WHEREAS**, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

**WHEREAS**, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Dilapidated Building (International Property Maintenance Code, Sec. 304)**  
**Vacant Structure (International Property Maintenance Code, Sec. 301.3)**  
**Trash and Litter (International Property Maintenance Code, Sec. 307.1)**

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

YEAS:                      NAYS:                      ABSENT:

(SEAL)

---

PRESIDENT

---

MAYOR

Prepared by:  
City of Hattiesburg  
Code Enforcement  
P.O. Box 1898  
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## **RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

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PARCEL: 2-029I-10-191, PPIN 21933; 309 Unetta St., and better described as A parcel of land lying in and forming part of Lot 9, in Block 5, of the D.H. MCINNIS Second Survey to the City of Hattiesburg, Mississippi, and more particularly described as follows:

Beginning at the Southeasterly corner of Lot 9, of block 5 of said Survey, thence run Northwesterly along the Southeasterly line of said Lot 9, for 22 feet to and fore a point of beginning, thence run Northwesterly 28 feet more or less to the most Westerly corner of Lot 9, thence run Northwesterly 95 feet more or less to the Southwesterly line of Mrs. Katheryn Stewart's land, thence run at right angles Southwesterly 28 feet more or less, thence run Southwesterly 95 feet more or less to the point of beginning, and for the same consideration the Grantor herein sell remises and quitclaims unto the Grantee herein all of my right, title and interest in and to a certain alley in Block 5, of the D.H. MCINNIS Second Survey which is adjacent to the above described property, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

LESS AND EXCEPT all of the oil, gas, and other minerals of like kind and character in, on, and under the above described property which have been heretofore excepted, reserved, or conveyed by former owners in the chain of title.

**WHEREAS**, the owner of the property is: STATE OF MISSISSIPPI, BOBBIE RANKIN

**WHEREAS**, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

**WHEREAS**, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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**Vacant Structure (International Property Maintenance Code, Sec. 301.3)**  
**Trash and Litter (International Property Maintenance Code, Sec. 307.1)**  
**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member \_\_\_\_\_, seconded by Council member \_\_\_\_\_, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 5<sup>th</sup> day of April 2016.

(SEAL)

ATTEST:

ADOPTED:

\_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 5<sup>th</sup> day of April, A.D., 2016

ATTEST:

APPROVED:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR



Prepared by:  
City of Hattiesburg  
Code Enforcement  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898

Return to:  
City of Hattiesburg  
City Clerk's Office  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898

## **RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

**WHEREAS**, on the 8<sup>th</sup> day of March 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 4<sup>th</sup> day of April, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-028I-08-381; PPIN 13314; 316 N. 20<sup>th</sup> Ave., and better described as Lot Four (4) of BLOCK Three (3) of The BOWLING AND PACE SUBDIVISION, of the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

**WHEREAS**, the owner of the property is: PRO TAX04, LLC; JIMMY D. KNIGHT; INTREPID GROUP, LLC; BOAZ TAX SALE PROPERTIES; STRIPE HOLDINGS, LLC; LEE GIBSON SMITH AND SUSAN B. SMITH

**WHEREAS**, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

**WHEREAS**, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Dilapidated Building (International Property Maintenance Code, Sec. 304)  
Vacant Structure (International Property Maintenance Code, Sec. 301.3)  
Trash and Litter (International Property Maintenance Code, Sec. 307.1)  
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member \_\_\_\_\_, seconded by Council member \_\_\_\_\_, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 5<sup>th</sup> day of April 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 5<sup>th</sup> day of April, A.D., 2016

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:  
City of Hattiesburg  
Code Enforcement  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898

Return to:  
City of Hattiesburg  
City Clerk's Office  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898

**RESOLUTION  
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

**WHEREAS**, on the 8<sup>th</sup> day of March 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 4<sup>th</sup> day of April, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029L-09-136; PPIN 22948; 815 Quinn St., and better described as Lot 28 of Block 1 of PINE ACRES SUBDIVISION or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

**WHEREAS**, the owner of the property is: THE MISSISSIPPI HOME CORPORATION; EVERBANK; MAKEYVIA BROOMFIELD

**WHEREAS**, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

**WHEREAS**, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Dilapidated Building (International Property Maintenance Code, Sec. 304)**  
**Vacant Structure (International Property Maintenance Code, Sec. 301.3)**  
**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)**  
**Trash and Litter (International Property Maintenance Code, Sec. 307.1)**  
**Hazardous Tree (Land Development Code, Sec. 79.13)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member \_\_\_\_\_, seconded by Council member \_\_\_\_\_, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 5<sup>th</sup> day of April 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 5<sup>th</sup> day of April, A.D., 2016

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Prepared by:  
City of Hattiesburg  
Code Enforcement  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898

Return to:  
City of Hattiesburg  
City Clerk's Office  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898

## **RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

**WHEREAS**, on the 8<sup>th</sup> day of March 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 4<sup>th</sup> day of April, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038F-16-213; PPIN 21534; 806 Jordan Ave., and better described to Begin 150 feet Southwest of the North Corner of Lot four (4), SE 100 feet; SW 50 feet; NW 100 feet; NE 50 feet to point of beginning, Block 50 D.D. McInnis 3<sup>rd</sup>. Map or plat of said Subdivision is on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, parcel # 628-24-10.

**WHEREAS**, the owner of the property is: HATTIESBURG PUBLIC SCHOOL DISTRICT (16<sup>th</sup> SECTION PROPERTY); U.S. SMALL BUSINESS ADMINISTRATION; STATE OF MISSISSIPPI; and ADDIE A. COLEMAN

**WHEREAS**, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

**WHEREAS**, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Dilapidated Building (2X's) (International Property Maintenance Code, Sec. 304)**  
**Vacant Structure (2X's) (International Property Maintenance Code, Sec. 301.3)**  
**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)**  
**Trash and Litter (International Property Maintenance Code, Sec. 307.1)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member \_\_\_\_\_, seconded by Council member \_\_\_\_\_, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 5<sup>th</sup> day of April 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 5<sup>th</sup> day of April, A.D., 2016

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Prepared by:  
City of Hattiesburg  
Code Enforcement  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898

Return to:  
City of Hattiesburg  
City Clerk's Office  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898

## **RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

**WHEREAS**, on the 8<sup>th</sup> day of March 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 4<sup>th</sup> day of April, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029L-09-069; PPIN 22926; 811 Duane St., and better described as, Lot 6, Block 1, of the PINE ACRES SUBDIVISION of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

**WHEREAS**, the owner of the property is: RONALD S. PATTON & MINNIE E PATTON

**WHEREAS**, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

**WHEREAS**, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Dilapidated Building (International Property Maintenance Code, Sec. 304)**  
**Vacant Structure (International Property Maintenance Code, Sec. 301.3)**  
**Trash and Litter (International Property Maintenance Code, Sec. 307.1)**  
**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)**  
**Abandoned Vehicle (Code of Ordinance, Sec. 16-31)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member \_\_\_\_\_, seconded by Council member \_\_\_\_\_, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 5<sup>th</sup> day of April 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 5<sup>th</sup> day of April, A.D., 2016

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Prepared by:  
City of Hattiesburg  
Code Enforcement  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898

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Hattiesburg, Mississippi 39403-1898

## **RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

**WHEREAS**, on the 8<sup>th</sup> day of March 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 4<sup>th</sup> day of April, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038F-16-197; PPIN 21521; 703 Martin Luther King Ave., and better described as Beginning at the SE corner of Lot 3, Block 49 of the D.D. MCINNIS THIRD SURVEY. Thence run in a Northwesterly direction along the South line of Lot 3, for a distance of 80.0', thence run North for a distance of 70.0', thence run East for a distance of 62.0', thence run South along the West line of Martin Luther King Street (formerly known as Royal Street), for a distance of 123.4', more or less, to the point of beginning, in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

**WHEREAS**, the owner of the property is: ROBERT JONES & HELEN JONES; HATTIESBURG PUBLIC SCHOOL DISTRICT (16<sup>TH</sup> SECTION PROPERTY); STAMP HOUSE HOLDINGS

**WHEREAS**, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

**WHEREAS**, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Dilapidated Building (International Property Maintenance Code, Sec. 304)**  
**Vacant Structure (International Property Maintenance Code, Sec. 301.3)**  
**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member \_\_\_\_\_, seconded by Council member \_\_\_\_\_, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 5<sup>th</sup> day of April 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 5<sup>th</sup> day of April, A.D., 2016

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:  
City of Hattiesburg  
Code Enforcement  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898

Return to:  
City of Hattiesburg  
City Clerk's Office  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898

## **RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

**WHEREAS**, on the 8<sup>th</sup> day of March 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 4<sup>th</sup> day of April, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029M-09-007; PPIN 16772; 115 S. 10<sup>th</sup> Ave., and better described as The North half of Lot 20 and the South 40 feet of Lot 21, Block 1 of the HATTIESBURG HEIGHTS PROPER SURVEY, in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

**WHEREAS**, the owner of the property is: ANN MCBRIDE MILES

**WHEREAS**, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

**WHEREAS**, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Dilapidated Building (International Property Maintenance Code, Sec. 304)**

**Vacant Structure (International Property Maintenance Code, Sec. 301.3)**

**Trash and Litter (International Property Maintenance Code, Sec. 307.1)**

**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member \_\_\_\_\_, seconded by Council member \_\_\_\_\_, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 5<sup>th</sup> day of April 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 5<sup>th</sup> day of April, A.D., 2016

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Prepared by:  
City of Hattiesburg  
Code Enforcement  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898  
1898

Return to:  
City of Hattiesburg  
City Clerk's Office  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-

### **RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

**WHEREAS**, on the 8<sup>th</sup> day of March 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 4<sup>th</sup> day of April, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-030M-11-235; PPIN 22467; 1214 Putnam Ave., and better described as Lot 12 Twelve (12), Block Thirteen (13), of the OMEGA ADDITION to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

**WHEREAS**, the owner of the property is: RVFM6; DOUGLAS WILSON

**WHEREAS**, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

**WHEREAS**, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Vacant Structure (International Property Maintenance Code, Sec. 301.3)**  
**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)**  
**Unsafe Conditions (International Property Maintenance Code, Sec. 34.1.1)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

**Inst. 747136  
Bk 1226 Pg 0351**

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Dryden, and was adopted by the following vote, to-wit:

YEAS: Bradley  
Delgado  
Carroll  
Dryden  
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 5<sup>th</sup> day of April 2016.

(SEAL)

ATTEST:

  
Debra H. Burrows  
CLERK OF COUNCIL

ADOPTED:

R. Bradley  
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 5<sup>th</sup> day of April, A.D., 2016

ATTEST:

[Signature]  
CITY CLERK

APPROVED:

[Signature]  
MAYOR



Prepared by:  
City of Hattiesburg  
Code Enforcement  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898

Return to:  
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City Clerk's Office  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898

**RESOLUTION  
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

**WHEREAS**, on the 8<sup>th</sup> day of March 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 4<sup>th</sup> day of April, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029F-04-181; PPIN 17264; 610 W. 5<sup>TH</sup> St., and better described as Lots One (1), Two (2) and Three (3) in Block 3 according to the HAWKINS AND THOMPSON SUBDIVISION of plat of Block 170 according to the Crittendon Official Map of the City of Hattiesburg, Mississippi (all the foregoing as existed in 1909), the same being part of Section 4, Township 4 North, Range 13 West, as per maps on file in 1909 with the Chancery Clerk of Forrest County, Mississippi and more definitely described by beginning at the Northeast corner of said Block 3 and run South along the West side of West Street 188 feet to the right of way of the Pearl and Leaf River Railroad shown on aforesaid map, more recently known as the Mississippi Central Railroad, now known as the Illinois Central Gulf Railroad; thence Westward along the North side of and adjoining the said right of way 150 feet or to the Southwest corner of said Lot 3; thence North 173 feet to Fifth Street; thence East 150 feet to the point of beginning.

Being the same property conveyed to the Texas Company (now known as Texaco, Inc.) by Warranty Deed dated January 30, 1909, from H. I. Ferguson joined by Thos. M. Ferguson, her husband, and recorded in Book 2, at Page 487, Official Records of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

**WHEREAS**, the owner of the property is: U.S. SMALL BUSINESS ADMINISTRATION; SOUTHEAST MISSISSIPPI COMMUNITY INVESTMENT CORPORATION; S&S PROPERTIES, LLC; JIMMY D. KNIGHT; GARY A. BRASWELL, GRADY MONTS

**WHEREAS**, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

**WHEREAS**, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Hattiesburg, Mississippi, as follows:



1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Dilapidated Building (X's 3) (International Property Maintenance Code, Sec. 304)**  
**Vacant Structure (X's 3) (International Property Maintenance Code, Sec. 301.3)**  
**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)**  
**Trash and Litter (International Property Maintenance Code, Sec. 307.1)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Dryden, and was adopted by the following vote, to-wit:

YEAS: Bradley  
Delgado  
Carroll  
Dryden  
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 5<sup>th</sup> day of April 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 5<sup>th</sup> day of April, A.D., 2016

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Inst. 747135  
Bk 1226 Pg 0350



10

Forrest County  
Filed/Recorded APRIL 27 2016 11:17:00AM  
Witness my hand and seal  
Jimmy C. Havard  
Chancery Clerk



Prepared by:  
City of Hattiesburg  
Code Enforcement  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898

Return to:  
City of Hattiesburg  
City Clerk's Office  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898

### **RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

**WHEREAS**, on the 8<sup>th</sup> day of March 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 4<sup>th</sup> day of April, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029F-04-210; PPIN 14439; 403 W. 4th. St., and better described as, All or part of Lot 2, Block 170 Crittendon Survey to the City of Hattiesburg, County of Forrest, State of Mississippi, more particularly described as follows, to wit; commence at the Southwest corner of Lot 2, Block 170, of said subdivision, and run thence East for a distance of 100 feet, more or less, to the west margin of West Street (formerly Central Avenue) being the intersection of the West margin of West Street and the North margin of West Fourth Street, run thence North along the west in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

**WHEREAS**, the owner of the property is: SHO LLC; LONG LAND INVESTMENTS; EMMANUEL ARMAS & SAMANTHA ARMAS

**WHEREAS**, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

**WHEREAS**, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Dilapidated Building (International Property Maintenance Code, Sec. 304)**  
**Vacant Structure (International Property Maintenance Code, Sec. 301.3)**  
**Trash and Litter (International Property Maintenance Code, Sec. 307.1)**

**Inst. 747134  
Bk 1226 Pg 0347**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Dryden, and was adopted by the following vote, to-wit:

YEAS: Bradley  
Delgado  
Carroll  
Dryden  
Naylor

NAYS: None

ABSENT:

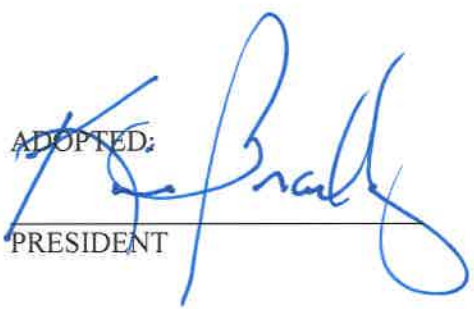
The President thereby declared the motion carried and the resolution adopted, this the 5<sup>th</sup> day of April 2016.

(SEAL)

ATTEST:

  
CLERK OF COUNCIL

ADOPTED:

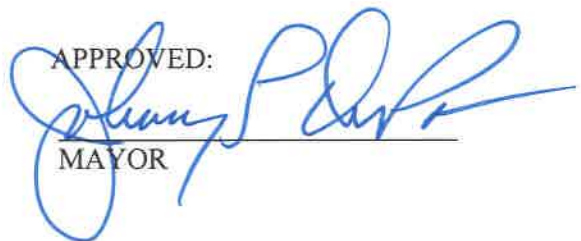
  
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 5<sup>th</sup> day of April, A.D., 2016

ATTEST:

  
CITY CLERK

APPROVED:

  
MAYOR



Prepared by:  
City of Hattiesburg  
Code Enforcement  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898

Return to:  
City of Hattiesburg  
City Clerk's Office  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898

### **RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

**WHEREAS**, on the 8<sup>th</sup> day of March 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 4<sup>th</sup> day of April, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029I-10-191, PPIN 21933; 309 Unetta St., and better described as A parcel of land lying in and forming part of Lot 9, in Block 5, of the D.H. MCINNIS Second Survey to the City of Hattiesburg, Mississippi, and more particularly described as follows:

Beginning at the Southeasterly corner of Lot 9, of block 5 of said Survey, thence run Northwesterly along the Southeasterly line of said Lot 9, for 22 feet to and fore a point of beginning, thence run Northwesterly 28 feet more or less to the most Westerly corner of Lot 9, thence run Northwesterly 95 feet more or less to the Southwesterly line of Mrs. Katheryn Stewart's land, thence run at right angles Southwesterly 28 feet more or less, thence run Southwesterly 95 feet more or less to the point of beginning, and for the same consideration the Grantor herein sell remises and quitclaims unto the Grantee herein all of my right, title and interest in and to a certain alley in Block 5, of the D.H. MCINNIS Second Survey which is adjacent to the above described property, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

LESS AND EXCEPT all of the oil, gas, and other minerals of like kind and character in, on, and under the above described property which have been heretofore excepted, reserved, or conveyed by former owners in the chain of title.

**WHEREAS**, the owner of the property is: STATE OF MISSISSIPPI, BOBBIE RANKIN

**WHEREAS**, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

**WHEREAS**, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Dilapidated Building (International Property Maintenance Code, Sec. 304)**  
**Vacant Structure (International Property Maintenance Code, Sec. 301.3)**  
**Trash and Litter (International Property Maintenance Code, Sec. 307.1)**  
**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Dryden, and was adopted by the following vote, to-wit:

YEAS: Bradley  
Delgado  
Carroll  
Dryden  
Naylor

NAYS: None

ABSENT:

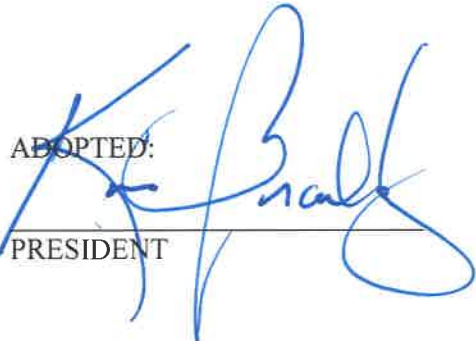
The President thereby declared the motion carried and the resolution adopted, this the 5<sup>th</sup> day of April 2016.

(SEAL)

ATTEST:

  
CLERK OF COUNCIL

ADOPTED:

  
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 5<sup>th</sup> day of April, A.D., 2016

ATTEST:

  
CITY CLERK

APPROVED:

  
MAYOR

**Inst. 747133**  
**Bk 1226 Pg 0346**





Prepared by:  
City of Hattiesburg  
Code Enforcement  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898

Return to:  
City of Hattiesburg  
City Clerk's Office  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898

### **RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

**WHEREAS**, on the 8<sup>th</sup> day of March 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 4<sup>th</sup> day of April, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-028I-08-381; PPIN 13314; 316 N. 20<sup>th</sup> Ave., and better described as Lot Four (4) of BLOCK Three (3) of The BOWLING AND PACE SUBDIVISION, of the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

**WHEREAS**, the owner of the property is: PRO TAX04, LLC; JIMMY D. KNIGHT; INTREPID GROUP, LLC; BOAZ TAX SALE PROPERTIES; STRIPE HOLDINGS, LLC; LEE GIBSON SMITH AND SUSAN B. SMITH

**WHEREAS**, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

**WHEREAS**, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Dilapidated Building (International Property Maintenance Code, Sec. 304)**  
**Vacant Structure (International Property Maintenance Code, Sec. 301.3)**  
**Trash and Litter (International Property Maintenance Code, Sec. 307.1)**  
**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)**

**Inst. 747132  
Bk 1226 Pg 0343**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Dryden, and was adopted by the following vote, to-wit:

YEAS:

Bradley  
Delgado  
Carroll  
Dryden  
Naylor

NAYS:

None

ABSENT:

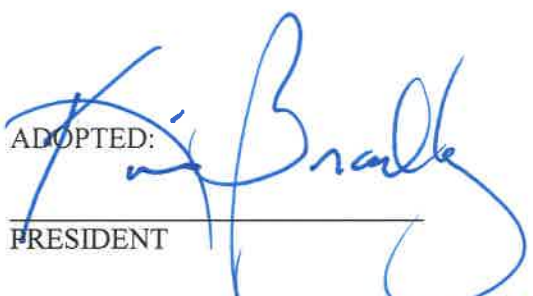
The President thereby declared the motion carried and the resolution adopted, this the 5<sup>th</sup> day of April 2016.

(SEAL)

ATTEST:

  
CLERK OF COUNCIL

ADOPTED:

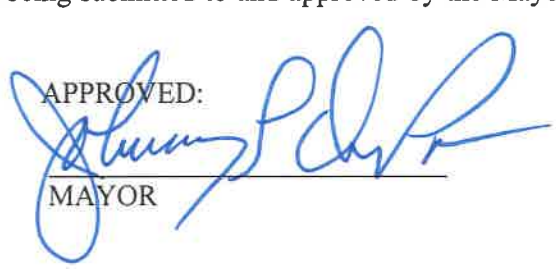
  
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 5<sup>th</sup> day of April, A.D., 2016

ATTEST:

  
CITY CLERK

APPROVED:

  
MAYOR



Prepared by:  
City of Hattiesburg  
Code Enforcement  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898  
1898

Return to:  
City of Hattiesburg  
City Clerk's Office  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-

### **RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

**WHEREAS**, on the 8<sup>th</sup> day of March 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 4<sup>th</sup> day of April, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029L-09-136; PPIN 22948; 815 Quinn St., and better described as Lot 28 of Block 1 of PINE ACRES SUBDIVISION or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

**WHEREAS**, the owner of the property is: THE MISSISSIPPI HOME CORPORATION; EVERBANK; MAKEYVIA BROOMFIELD

**WHEREAS**, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

**WHEREAS**, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Dilapidated Building (International Property Maintenance Code, Sec. 304)  
Vacant Structure (International Property Maintenance Code, Sec. 301.3)  
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)  
Trash and Litter (International Property Maintenance Code, Sec. 307.1)  
Hazardous Tree (Land Development Code, Sec. 79.13)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

**Inst. 747131  
Bk 1226 Pg 0341**

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Dryden, and was adopted by the following vote, to-wit:

YEAS:

Bradley  
Delgado  
Carroll  
Dryden  
Naylor

NAYS:

None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 5<sup>th</sup> day of April 2016.

(SEAL)

ATTEST:

  
Debra K. Bernardo  
CLERK OF COUNCIL

ADOPTED:

K. Bradley  
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 5<sup>th</sup> day of April, A.D., 2016

ATTEST:

[Signature]  
CITY CLERK

APPROVED:

[Signature]  
MAYOR





Prepared by:  
City of Hattiesburg  
Code Enforcement  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898

Return to:  
City of Hattiesburg  
City Clerk's Office  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898

### **RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

**WHEREAS**, on the 8<sup>th</sup> day of March 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 4<sup>th</sup> day of April, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038F-16-213; PPIN 21534; 806 Jordan Ave., and better described to Begin 150 feet Southwest of the North Corner of Lot four (4), SE 100 feet; SW 50 feet; NW 100 feet; NE 50 feet to point of beginning, Block 50 D.D. McInnis 3<sup>rd</sup>. Map or plat of said Subdivision is on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, parcel # 628-24-10.

**WHEREAS**, the owner of the property is: HATTIESBURG PUBLIC SCHOOL DISTRICT (16<sup>th</sup> SECTION PROPERTY); U.S. SMALL BUSINESS ADMINISTRATION; STATE OF MISSISSIPPI; and ADDIE A. COLEMAN

**WHEREAS**, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

**WHEREAS**, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Dilapidated Building (2X's) (International Property Maintenance Code, Sec. 304)**  
**Vacant Structure (2X's) (International Property Maintenance Code, Sec. 301.3)**  
**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)**  
**Trash and Litter (International Property Maintenance Code, Sec. 307.1)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

**Inst. 747139  
Bk 1226 Pg 0357**

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Dryden, and was adopted by the following vote, to-wit:

YEAS: Bradley  
Delgado  
Carroll  
Dryden  
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 5<sup>th</sup> day of April 2016.

(SEAL)

ATTEST:

  
Debra K. Bernardo  
CLERK OF COUNCIL

ADOPTED:

K. Bradley  
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 5<sup>th</sup> day of April, A.D., 2016

ATTEST:

K. S. D.  
CITY CLERK

APPROVED:

Johnny P. D.  
MAYOR

Prepared by:  
City of Hattiesburg  
Code Enforcement  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898

Return to:  
City of Hattiesburg  
City Clerk's Office  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898



### **RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

**WHEREAS**, on the 8<sup>th</sup> day of March 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 4<sup>th</sup> day of April, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029L-09-069; PPIN 22926; 811 Duane St., and better described as, Lot 6, Block 1, of the PINE ACRES SUBDIVISION of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

**WHEREAS**, the owner of the property is: RONALD S. PATTON & MINNIE E PATTON

**WHEREAS**, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

**WHEREAS**, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Dilapidated Building (International Property Maintenance Code, Sec. 304)**  
**Vacant Structure (International Property Maintenance Code, Sec. 301.3)**  
**Trash and Litter (International Property Maintenance Code, Sec. 307.1)**  
**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)**  
**Abandoned Vehicle (Code of Ordinance, Sec. 16-31)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

**Inst. 747140  
Bk 1226 Pg 0359**

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Dryden, and was adopted by the following vote, to-wit:

YEAS:

Bradley  
Delgado  
Carroll  
Dryden  
Naylor

NAYS:

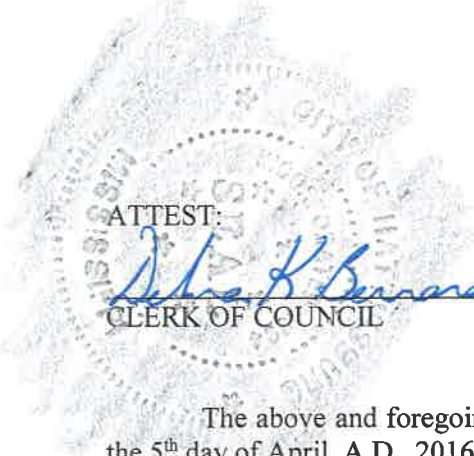
None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 5<sup>th</sup> day of April 2016.

(SEAL)

ATTEST:

  
[Signature]  
CLERK OF COUNCIL

ADOPTED:

[Signature]  
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 5<sup>th</sup> day of April, A.D., 2016

ATTEST:

[Signature]  
CITY CLERK

APPROVED:

[Signature]  
MAYOR





Prepared by:  
City of Hattiesburg  
Code Enforcement  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898

Return to:  
City of Hattiesburg  
City Clerk's Office  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898

### **RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

**WHEREAS**, on the 8<sup>th</sup> day of March 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 4<sup>th</sup> day of April, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038F-16-197; PPIN 21521; 703 Martin Luther King Ave., and better described as Beginning at the SE corner of Lot 3, Block 49 of the D.D. MCINNIS THIRD SURVEY. Thence run in a Northwesterly direction along the South line of Lot 3, for a distance of 80.0', thence run North for a distance of 70.0', thence run East for a distance of 62.0', thence run South along the West line of Martin Luther King Street (formerly known as Royal Street), for a distance of 123.4', more or less, to the point of beginning, in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

**WHEREAS**, the owner of the property is: ROBERT JONES & HELEN JONES; HATTIESBURG PUBLIC SCHOOL DISTRICT (16<sup>TH</sup> SECTION PROPERTY); STAMP HOUSE HOLDINGS

**WHEREAS**, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

**WHEREAS**, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Dilapidated Building (International Property Maintenance Code, Sec. 304)**  
**Vacant Structure (International Property Maintenance Code, Sec. 301.3)**  
**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Dryden, and was adopted by the following vote, to-wit:

YEAS:

Bradley  
Delgado  
Carroll  
Dryden  
Naylor

NAYS:

None

ABSENT:

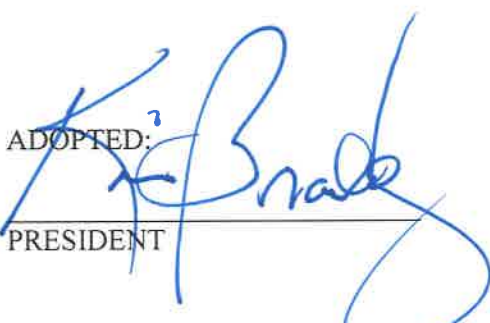
The President thereby declared the motion carried and the resolution adopted, this the 5<sup>th</sup> day of April 2016.

(SEAL)

ATTEST:

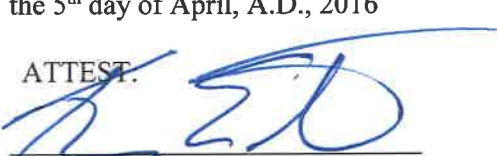
  
CLERK OF COUNCIL

ADOPTED:

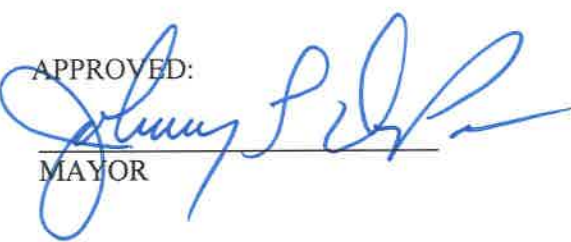
  
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 5<sup>th</sup> day of April, A.D., 2016

ATTEST:

  
CITY CLERK

APPROVED:

  
MAYOR



Prepared by:  
City of Hattiesburg  
Code Enforcement  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898

Return to:  
City of Hattiesburg  
City Clerk's Office  
P.O. Box 1898  
Hattiesburg, Mississippi 39403-1898

### **RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

**WHEREAS**, on the 8<sup>th</sup> day of March 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 4<sup>th</sup> day of April, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029M-09-007; PPIN 16772; 115 S. 10<sup>th</sup> Ave., and better described as The North half of Lot 20 and the South 40 feet of Lot 21, Block 1 of the HATTIESBURG HEIGHTS PROPER SURVEY, in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

**WHEREAS**, the owner of the property is: ANN MCBRIDE MILES

**WHEREAS**, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

**WHEREAS**, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Dilapidated Building (International Property Maintenance Code, Sec. 304)**

**Vacant Structure (International Property Maintenance Code, Sec. 301.3)**

**Trash and Litter (International Property Maintenance Code, Sec. 307.1)**

**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Dryden, and was adopted by the following vote, to-wit:

YEAS:

Bradley  
Delgado  
Carroll  
Dryden  
Naylor

NAYS:

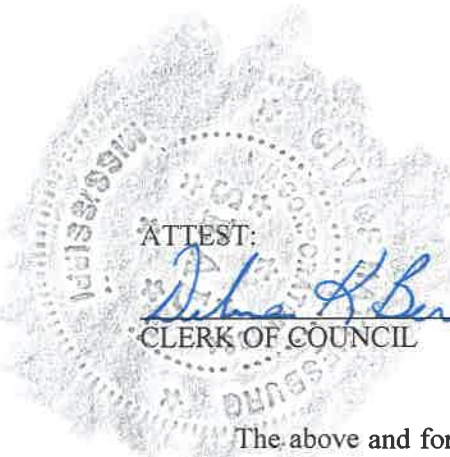
None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 5<sup>th</sup> day of April 2016.

(SEAL)

ATTEST:

  
Diana H. Bernardo  
CLERK OF COUNCIL

ADOPTED:

K. Bradley  
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 5<sup>th</sup> day of April, A.D., 2016

ATTEST:

[Signature]  
CITY CLERK

APPROVED:

[Signature]  
MAYOR





# City of Hattiesburg, MS

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

## Master

**File Number: 2016-2575**

**File ID:** 2016-2575

**Type:** Resolution

**Status:** Passed

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 03/30/2016

**Brief Title:** Whispering Pines Bond Resolution

**Final Action:** 04/05/2016

**Minute Book Number:** MB2016-90

**Title:**

Adopt a resolution authorizing and directing the issuance of Taxable Tax Increment Limited Obligation Bonds, series 2016(Whispering Pines Retirement Community Project), of the City of Hattiesburg, Mississippi, in the principal amount of not to exceed Seven Million Dollars(\$7,000,000.00) (The Bonds) to raise money for the purpose of paying the costs of constructing the infrastructure improvements(as hereinafter defined), funding the debt service reserve fund, if applicable, and paying costs of issuance for the bonds; and for related purposes.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Reso- Whispering Pines, executed Reso-  
Whispering Pines RES#2016-52

**Enactment Number:**

**Contact:**

**Meeting Date:**

**Drafter:** Kermas Eaton

**Effective Date:**

## History of Legislative File

| Ver-<br>sion:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Acting Body: | Date:      | Action: | Sent To: | Due Date: | Return<br>Date: | Result: |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|---------|----------|-----------|-----------------|---------|
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | City Council | 04/05/2016 | Adopt   |          |           |                 | Pass    |
| <b>Action Text:</b> A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt a resolution authorizing and directing the issuance of Taxable Tax Increment Limited Obligation Bonds, series 2016(Whispering Pines Retirement Community Project), of the City of Hattiesburg, Mississippi, in the principal amount of not to exceed Seven Million Dollars(\$7,000,000.00)(The Bonds) to raise money for the purpose of paying the costs of constructing the infrastructure improvements(as hereinafter defined), funding the debt service reserve fund, if applicable, and paying costs of issuance for the bonds; and for related purposes. |              |            |         |          |           |                 |         |
| There being no discussion, the Motion received the affirmative vote of the Council as follows:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |              |            |         |          |           |                 |         |
| Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |              |            |         |          |           |                 |         |
| Nays: 0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |              |            |         |          |           |                 |         |

Yea: 5 Council Member Bradley  
Council Member Delgado  
Council Member Carroll  
Council Member Dryden  
Council Member Naylor

TEL-No Vote: 0

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## **Text of Legislative File 2016-2575**

### **Title**

Adopt a resolution authorizing and directing the issuance of Taxable Tax Increment Limited Obligation Bonds, series 2016(Whispering Pines Retirement Community Project), of the City of Hattiesburg, Mississippi, in the principal amount of not to exceed Seven Million Dollars(\$7,000,000.00)(The Bonds) to raise money for the purpose of paying the costs of constructing the infrastructure improvements(as hereinafter defined), funding the debt service reserve fund, if applicable, and paying costs of issuance for the bonds; and for related purposes.

### **Summary**

Whispering Pines Resolution Series 2016

### **Budget Information**

### **Expenditure Type**

### **Purchasing Item**

### **Publication Information**

**RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF TAXABLE TAX INCREMENT LIMITED OBLIGATION BONDS, SERIES 2016 (WHISPERING PINES RETIREMENT COMMUNITY PROJECT), OF THE CITY OF HATTIESBURG, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED SEVEN MILLION DOLLARS (\$7,000,000) (THE "BONDS") TO RAISE MONEY FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTING THE INFRASTRUCTURE IMPROVEMENTS (AS HEREINAFTER DEFINED), FUNDING THE DEBT SERVICE RESERVE FUND, IF APPLICABLE, AND PAYING COSTS OF ISSUANCE FOR THE BONDS; AND FOR RELATED PURPOSES.**

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

1. (a) In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"Act" shall mean Sections 21-45-1 through 21-45-21, Mississippi Code of 1972, as amended and/or supplemented from time to time.

"Act of Bankruptcy" shall mean the filing of a petition in bankruptcy by or against the City under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

"Authorized Officer" means the Mayor, the Clerk and any other officer designated from time to time as an Authorized Officer by resolution of the City, and when used with reference to any act or document also means any other Person authorized by resolution of the City to perform such act or sign such document.

"Bond" or "Bonds" shall mean the not to exceed \$7,000,000 Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) of the City authorized and directed to be issued in the Bond Resolution.

"Bond Counsel" shall mean Butler Snow LLP, Ridgeland, Mississippi.

"Bond Purchase Agreement" shall mean the bond purchase agreement, by and between the Underwriter and the City, providing for the sale of the Bonds to the Underwriter.

"Bond Resolution" shall mean this bond resolution, as may be amended from time to time.

"Bond Year" shall mean year ending April 1 each year.

"Book Entry System" shall mean a book entry system established and operated for the recordation of Beneficial Owners of the Bonds as described in Section 2 herein.

"Captured Assessed Value" shall mean the incremental increase in assessed value of the real and personal property, including improvements thereon, located within the District Property when the Original Assessed Value is subtracted from the Current Assessed Value as of January 1, 2016 and each

January 1 thereafter, all as set forth in the annual Assessment Certificate of each the Forrest County Tax Assessor and the Clerk of the City.

"City" shall mean the City of Hattiesburg, Mississippi.

"City Assessment Certificate" shall mean the City Assessment Certificate of the Clerk as required by Section 21-45-21 of the Act under which the Clerk, on behalf of the City will certify as to the value of the Original Assessed Value, Current Assessed Value and Captured Assessed Value as each relates to the District Property and the Redevelopment Project, which City Assessment Certificate further sets forth the estimated amount of additional ad valorem tax available for debt service on the Bonds.

"City Tax Increment Redevelopment Plan" or "City Redevelopment Plan" shall mean the Tax Increment Financing Redevelopment Plan of 1996 for the City of Hattiesburg, Mississippi, as may be amended from time to time.

"City's Tax Increment Financing Plan" shall mean together the Tax Increment Financing Plan, Whispering Pines Retirement Community Project, Hattiesburg, Mississippi, 2012, adopted on September 18, 2012, and amended on March 5, 2013, as may be further amended from time to time.

"Clerk" shall mean the City Clerk of the City.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate for executed by the City on the date of delivery of the Bonds.

"County's Tax Increment Financing Plan" shall mean the Tax Increment Financing Plan, Whispering Pines Retirement Community Project, Forrest County, Mississippi, 2012, adopted on September 6, 2012, as may be further amended from time to time.

"Current Assessed Value" shall mean the estimated true value of the Redevelopment Project and all improvement thereon that constitute real property and personal property as determined by the Forrest County Tax Assessor as of January 1, 2016, and on each January 1 thereafter, said determination being made pursuant to information made available to the Forrest County Tax Assessor by the owner of the Redevelopment Project and the District Property.

"Developer" shall mean Whispering Pines Retirement Community, LLC, a Mississippi limited liability company.

"Developer's Project" shall mean the redevelopment of a high-quality continuing care retirement community with additional supporting commercial, retail, and medical service providers on the Highway 11 corridor in Hattiesburg, Mississippi, consisting of four phases which include (Phase I) 44 assisted living units, 14 memory care units, with room for future expansion, and 12 independent living units, (Phase II) 120 bed nursing home, (Phase III) a large apartment complex and (Phase IV) approximately 100,000 square feet of commercial space, Phase I, II and III being all located on approximately 28.75± acres within the City, and Phase IV being located on the remaining 23.24± acres, as more particularly described in EXHIBIT A of the City's Tax Increment Financing Plan.

"Development Agreement" shall mean the Development Agreement between the Developer and the City approved by the Governing Body of the City on March 5, 2013.

"Direct Participant" means a broker, bank or other financial institution for which the Securities Depository holds Bonds as a securities depository.

"District Property" or "Tax Increment Financing District" shall mean the real property, including improvements thereon located within the City and Forrest County as more fully described and identified in the City's Tax Increment Financing Plan as the "TIF District."

"DTC" shall mean The Depository Trust Company.

"DTC Participants" shall mean any participant for whom DTC is a Security Depository Nominee.

"Forrest County" shall mean Forrest County, Mississippi.

"Forrest County Assessment Certificate" shall mean the County Assessment Certificate of the Forrest County Tax Assessor as required by Section 21-45-21 of the Act under which the Forrest County Tax Assessor, on behalf of Forrest County, will certify as to the value of the Original Assessed Value, Current Assessed Value and Captured Assessed Value as each relates to the TIF District Property and the Redevelopment Project, which Forrest County Assessment Certificate further sets forth the estimated amount of additional ad valorem tax available for the debt service on the Bonds.

"Forrest County Tax Increment Redevelopment Plan" or "Forrest County Redevelopment Plan" shall mean the Tax Increment Financing Redevelopment Plan for Forrest County, Mississippi, as may be amended from time to time.

"Governing Body" shall mean the Mayor and City Council of the City.

"Infrastructure Improvements" shall mean and include, but are not limited to, installation of utilities such as water, sanitary sewer and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curbs and gutters parking, sidewalks; installation of traffic signalization and signage; grading; lighting and landscaping of rights-of-way; purchase of rights-of-way and other property necessary for the installation of the infrastructure and other improvements described hereinabove; capitalized interest; and other related expenses such as engineering; all expenses in connection with the authorization, sale, and issuance of bonds, or indebtedness; TIF plan preparation fees and other incidental related costs; and related professional fees.

"Interlocal Agreement" shall mean the Interlocal Agreement by and between the City and Forrest County in connection with the Redevelopment Project.

"Letter of Representations" shall mean the blanket issue letter of representations from the City to DTC under the Book Entry System.

"Mayor" shall mean the Mayor of the City.

"Original Assessed Value" shall mean the assessed value of the real and personal property, located within the TIF District Property, as of the September, 2012 tax lien date as certified by the Forrest County Tax Assessor and/or the Clerk of the City and as defined in Section 21-45-21 of the Act.

"Paying Agent" shall mean the paying agent recommended by the Underwriter or as appointed by the Mayor pursuant to authority granted in this Bond Resolution.

"Person" shall mean an individual, partnership, corporation, limited liability company, trust or unincorporated organization and a government or agency or political subdivision thereof.

"Record Date" shall mean, as to interest payments, the 15th day of the month preceding the dates set for payment of interest on each the Bonds and, as to payments of principal, the 15th day of the month preceding the maturity date or the date set for redemption on each the Bonds.

"Record Date Registered Owner" shall mean the Registered Owner as of the Record Date for each the Bonds.

"Redevelopment Plans" shall mean together the City Tax Increment Redevelopment Plan and the Forrest County Tax Increment Redevelopment Plan.

"Redevelopment Project" shall mean the Developer's Project and the Infrastructure Improvements.

"Registered Owner" shall mean the Person whose name shall appear in the registration records of the City for each the Bonds maintained by the Transfer Agent.

"Securities Depository" shall mean The Depository Trust Company and any substitute for or successor to such securities depository that shall maintain a Book Entry System with respect to the Bonds.

"Securities Depository Nominee" shall mean the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration records the Bonds to be delivered to such Securities Depository during the continuation with such Securities Depository of participation in its Book Entry System.

"State" shall mean the State of Mississippi.

"Tax Increment Financing Plans" shall mean the City's Tax Increment Financing Plan and the County's Tax Increment Financing Plan.

"Tax Increment" shall mean the added increments of City ad valorem tax revenue and Forrest County ad valorem tax revenue resulting from the taxation of the Captured Assessed Value of the real and personal property contained within the District Property and forming a part of the Redevelopment Project (excluding ad valorem taxes for school district purposes), which shall be necessary and sufficient to pay the principal of and interest on the Bonds and any future series of bonds issued by the City for the Redevelopment Project together with the annual fees and expenses of the Paying Agent.

"Tax Increment Surplus" shall mean the remainder of the Tax Increment after deducting amounts necessary to pay the debt service on the Bonds, pay the annual fees and expenses of the Paying Agent and fund any shortfall in the 2016 Debt Service Reserve Requirement; provided however, if the balance in the 2016 Bonds Reserve Fund equals the 2016 Debt Service Reserve Requirement such Tax Increment Surplus shall be deposited in the Tax Increment Surplus Fund and used pursuant to the provisions of Section 15 herein.

"Tax Increment Surplus Fund" shall mean the City of Hattiesburg, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) Tax Increment Surplus Fund provided for in Section 15 hereof.

"Transfer Agent" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the registration of owners of the Bonds and for the performance of such other duties as may be herein or hereafter specified by the Governing Body.

"2016 Agent" shall mean any paying agent or transfer agent, whether serving in either or both capacities, and herein designated by the Governing Body as paying agent or transfer agent for the Bonds.

"2016 Bond Fund" shall mean the City of Hattiesburg, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) Bond Fund provided for in Section 13 hereof.

"2016 Bonds Reserve Fund" shall mean that debt service reserve fund into which the City will deposit proceeds of the Bonds representing an amount equal to the 2016 Debt Service Reserve Requirement and in addition, subsequent to the closing, that portion of the Tax Increment Surplus necessary to provide funds sufficient in the aggregate to fund any shortfall in the 2016 Debt Service Reserve Requirement as such is provided for in Section 15 hereof.

"2016 Construction Fund" shall mean the City of Hattiesburg, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) Construction Fund provided for in Section 14 hereof.

"2016 Debt Service Reserve Requirement" shall mean fifty percent (50%) of the lesser of the following: (i) ten percent (10%) of the stated principal amount of the Bonds; (ii) the maximum annual principal and interest requirement for the Bonds, (iii) one hundred twenty-five percent (125%) of the average annual principal and interest payments on the Bonds, or (iv) such amount requested by the Underwriter for the Bonds, or if such issue of Bonds has more than a *de minimis* amount (as defined in Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, ten percent (10%) of the issue price (as defined in Section 1.148-1(b) of the Treasury Regulations).

"Underwriter" shall mean Duncan-Williams, Inc., Memphis, Tennessee.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and

terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. The City of Hattiesburg, Mississippi, a municipality as defined in Title 21, Chapter 45, Section 3, Mississippi Code of 1972, as amended, is authorized and empowered by the Constitution and Statutes of the State, including the Act, to undertake and carry out redevelopment projects within areas determined by the Governing Body of the City to be in need of development and/or redevelopment and designated as appropriate for redevelopment projects, in accordance with the Redevelopment Plans and Tax Increment Financing adopted by the Governing Body of the City in connection with the Bonds.

3. Said redevelopment projects may include:

(i) to acquire the redevelopment area, including lands, structures or improvements the acquisition of which is necessary or incidental to the proper clearance, development or redevelopment of such areas or to the prevention of the spread or recurrence of slum conditions or conditions of blight;

(ii) to clear the redevelopment area by demolition or removal of existing buildings, structures, streets, utilities or other improvements thereon and to install, construct or reconstruct streets, utilities, bulkheads, boat docks and site improvements essential to the preparation of sites for uses in accordance with the Redevelopment Plans and public improvements to encourage private redevelopment in accordance with the Redevelopment Plans; or

(iii) to sell or lease property acquired by the City as part of the Redevelopment Project for not less than their fair value for uses in accordance with the Redevelopment Plans, and to retain property or public improvements for public use in accordance with the Redevelopment Plans.

The "Redevelopment Project" may also include the preparation of Redevelopment Plans, the planning, survey and other work incident to the Redevelopment Project, and the preparation of all plans and arrangements for carrying out the Redevelopment Project, and the relocation of businesses and families required under applicable law.

4. (a) The Governing Body of the City approved the City Tax Increment Redevelopment Plan and conducted a public hearing on the City Tax Increment Redevelopment Plan in the manner required by the Act. Forrest County approved the County Tax Increment Redevelopment Plan and conducted a public hearing on the County Tax Increment Redevelopment Plan in the manner required by the Act.

(b) On September 18, 2012, the City approved and adopted its Tax Increment Financing Plan, Whispering Pines Retirement Community Project, Hattiesburg, Mississippi, 2012. On March 5, 2013, the City approved an amended and restated tax increment plan entitled "First Addendum to City of Hattiesburg, Mississippi Tax Increment Financing Plan (Whispering Pines Retirement Community Project) 2012." On September 6, 2012, Forrest County approved and adopted its Tax Increment Financing Plan, Whispering Pines Retirement Community Project, Forrest County, Mississippi, 2012.



The City's Tax Increment Financing Plan and the County's Tax Increment Financing Plan provide for the joint and mutual pledge and division of the incremental increase in tax revenues generated by the development and redevelopment within the District Property as security for the Bonds.

5. The City, to the greatest extent it determines to be feasible, shall afford maximum opportunity, consistent with the sound needs of the City as a whole, to the rehabilitation or redevelopment of the redevelopment areas by private enterprise. In order to utilize appropriate private or public resources to eliminate and prevent the development or spread of slums and urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of slum and blighted areas, and to achieve the objectives of the Redevelopment Plans, the City shall encourage rehabilitation and clearance and redevelopment within the redevelopment areas by: (1) carrying out a program of voluntary repair and rehabilitation of buildings or other improvements in accordance with the Redevelopment Plans, including, from time to time, making loans to defray all or part of the costs (including costs of acquiring real estate) of repairing and rehabilitating buildings or other improvements in accordance with the Redevelopment Plans; and (2) making loans, from time to time, to defray all or part of the costs of acquiring real property, demolishing and removing buildings and improvements, and constructing improvements (including buildings) in the redevelopment area in accordance with the Redevelopment Plans. Such loans shall be made in accordance with the requirements under the General Plan as defined in the Redevelopment Plans. The City shall also have full authority to issue tax increment bonds for the purpose of completing all of or a part of the Infrastructure, in accordance with the Tax Increment Financing Plans.

6. The Governing Body desires to authorize and direct the issuance of the Bonds, according to the terms of this Bond Resolution.

7. The City desires to issue and sell the Bonds for the purpose of financing the cost of the Infrastructure Improvements, funding the 2016 Bonds Reserve Fund, and paying issuance costs in accordance with the Redevelopment Plans and the Tax Increment Financing Plans.

8. As an inducement to the City to issue the Bonds and to apply the proceeds of such Bonds to fund the cost of constructing the Infrastructure Improvements, funding the 2016 Bonds Reserve Fund, and paying costs of issuance for the Bonds, it being contemplated by the City that a portion of the incremental increase in revenues from ad valorem taxes on the real and personal property collected by the City and Forrest County with respect to the Redevelopment Project in an amount sufficient for the payment of principal of and interest on the Bonds and the annual fees and expenses of the Paying Agent, and with respect to the City's portion of the Tax Increment to fund any deficiency in the 2016 Bonds Reserve Fund.

9. The Governing Body will not provide for the issuance of additional bonds payable from the Tax Increment unless the Tax Increment for the preceding year prior to the issuance of the additional bonds was sufficient to provide at least that percentage debt service coverage of the combined debt service of such additional bonds and the Bonds as set forth in the Bond Purchase Agreement.

10. The Governing Body is authorized and empowered by the provisions of the Act to issue the Bonds in the form and manner hereinafter provided for by the Act.

11. It has now become necessary to make provision for the preparation, execution and issuance of said Bonds.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:**

**SECTION 1.** (a) In consideration of the purchase and acceptance of any and all of the Bonds by those who shall hold the same from time to time, the Bond Resolution shall constitute a contract between the City and the Registered Owners from time to time of the Bonds.

(b) For the purpose of effecting and providing for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue, there is hereby irrevocably pledged:

(i) the avails of the Tax Increment authorized herein as the same is received; and

(ii) the amounts held on behalf of the City in the funds and accounts established herein, namely the 2016 Construction Fund, the 2016 Bonds Reserve Fund and the 2016 Bond Fund.

Should there be a failure in any year to comply with the requirements of this subsection (b), such failure shall not impair the right of the Registered Owners of any of the Bonds to subsequently receive payments of principal of and interest on the Bonds from the avails of the Tax Increment or amounts in the funds and accounts named in this subsection (b).

The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City with regard to the Bonds shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

**SECTION 2.** (a) The Bonds shall initially be issued pursuant to a Book-Entry System administered by the Securities Depository with no physical distribution of Bond certificates to be made except as provided in this Section 2. Any provision of this Bond Resolution or the Bonds requiring physical delivery of the Bonds shall, with respect to any Bonds held under the Book-Entry System, be deemed to be satisfied by a notation on the registration records maintained by the Paying Agent that such Bonds are subject to the Book-Entry System.

(b) So long as a Book-Entry System is being used, one Bond in the aggregate principal amount of the Bonds and registered in the name of the Securities Depository, the Securities Depository Nominee and the Participants and Indirect Participants will evidence beneficial ownership of the Bonds in authorized denominations, with transfers of ownership effected on the records of the Securities Depository, the Participants and the Indirect Participants pursuant to rules and procedures established

by the Securities Depository, the Participants and the Indirect Participants. The principal of and any premium on each Bond shall be payable to the Securities Depository Nominee or any other person appearing on the registration records as the Registered Owner of such Bond or its registered assigns or legal representative at the principal office of the Paying Agent. So long as the Book-Entry System is in effect, the Securities Depository will be recognized as the Holder of the Bonds for all purposes. Transfer of principal, interest and any premium payments or notices to Participants and Indirect Participants will be the responsibility of the Securities Depository and transfer of principal, interest and any premium payments or notices to Beneficial Owners will be the responsibility of the Participants and Indirect Participants. No other party will be responsible or liable for such transfers of payments or notices or for maintaining, supervising or reviewing such records maintained by the Securities Depository, the Participants or the Indirect Participants. While the Securities Depository Nominee or the Securities Depository, as the case may be, is the Registered Owner of the Bonds, notwithstanding any other provisions set forth herein, payments of principal of, redemption premium, if any, and interest on the Bonds shall be made to the Securities Depository Nominee or the Securities Depository, as the case may be, by wire transfer in immediately available funds to the account of such Holder, without notice to or the consent of the Beneficial Owners, the Paying Agent, with the consent of the City, and the Securities Depository may agree in writing to make payments of principal and interest in a manner different from that set out herein. In such event, the Paying Agent shall make payments with respect to the Bonds in such manner as if set forth herein.

(c) The Securities Depository may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to City or Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

(d) The City may decide to discontinue use of the system of book-entry-only transfers through the Securities Depository (or a successor securities depository). In that event, Bond certificates will be printed and delivered to the Securities Depository.

(e) Each Securities Depository and the Participants, the Indirect Participants and the Beneficial Owners of the Bonds, by their acceptance of the Bonds, agree that the City and the Paying Agent shall have no liability for the failure of any Securities Depository to perform its obligation to any Participant, Indirect Participant or other nominee of any Beneficial Owner of any Bonds to perform any obligation that such Participant, Indirect Participant or other nominee may incur to any Beneficial Owner of the Bonds.

(f) Notwithstanding any other provision of this Bond Resolution, on or prior to the date of issuance of the Bonds, the Paying Agent shall have executed and delivered to the initial Securities Depository a Letter of Representations governing various matters relating to the Securities Depository and its activities pertaining to the Bonds. The terms and provisions of such Letter of Representations are incorporated herein by reference and in the event there shall exist any inconsistency between the substantive provisions of the said Letter of Representations and any provisions of this Bond Resolution, then, for as long as the initial Securities Depository shall serve with respect to the Bonds, the terms of the Letter of Representations shall govern.

(g) Notwithstanding any provision in this Bond Resolution to the contrary, at all times in which the Book-Entry System is in effect, any references to physical delivery of a Bond shall not be required.

**SECTION 3.** The Bonds are hereby authorized and ordered to be prepared and issued in the principal amount Not to Exceed Seven Million Dollars (\$7,000,000) to raise money for constructing the Infrastructure Improvements, funding the 2016 Bonds Reserve Fund and paying costs of issuance for the Bonds as authorized by the Act.

**SECTION 4.** (a) Payments of interest on the Bonds shall be made to the Record Date Registered Owner of the Bonds, and payments of principal for the Bonds shall be made upon presentation and surrender thereof at the principal office of the Paying Agent, to the Record Date Registered Owner of the Bonds in lawful money of the United States of America.

(b) The Bonds shall be registered as to both principal and interest; shall be dated the date of delivery, shall be issued in the principal denomination of \$1,000 each, or integral multiples thereof up to the amount of a single maturity; shall be numbered from one upward in the order of issuance; shall bear interest from the date thereof, payable on April 1 and October 1 (each an "Interest Payment Date") in the years and at the rate or rates specified in the Bond Purchase Agreement; and shall mature and become due and payable on April 1 in the years and in the principal amounts as set forth in the Bond Purchase Agreement of the Underwriter.

(c) The Bonds are subject to mandatory redemption on any Interest Payment Date, in inverse order of maturity, from funds transferred to the 2016 Bond Fund from the 2016 Construction Fund representing excess funds not utilized for the Infrastructure Improvements remaining in the 2016 Construction Fund; provided, however, if the moneys transferred from the 2016 Construction Fund to the 2016 Bond Fund total less than \$1,000, such moneys shall be used on the following Interest Payment Date for the Bonds to pay interest or principal and interest due on the Bonds.

(d) The Bonds are subject to optional redemption prior to their stated dates of maturity to the extent provided in the Bond Purchase Agreement.

(e) Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners of the Bonds thereof by first class mail at least thirty (30) days (or such shorter period authorized by the Registered Owners) and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of the Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice

shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

(f) The Bonds for which the payment of sufficient moneys or, to the extent permitted by the laws of the State, (i) direct obligations of, or obligations for the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America ("Government Obligations"), (ii) certificates of deposit or municipal obligations fully secured by Government Obligations, (iii) evidences of ownership of proportionate interests in future interest or principal payments on Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the Government Obligations and which Government Obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated, (iv) State and Local Government Series ("SLGS") Securities, and (v) municipal obligations, the payment of the principal of, interest and redemption premium, if any, on which are irrevocably secured by Government Obligations and which Government Obligations are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and have been deposited in an escrow account which is irrevocably pledged to the payment of the principal of and interest and redemption premium, if any, on such municipal obligations (all of which collectively, with Government Obligations, "Defeasance Securities"), shall have been deposited with an escrow agent appointed for such purpose, which may be the Paying Agent and Transfer Agent, shall be deemed to have been paid, shall cease to be entitled to any lien, benefit or security under the Bond Resolution and shall no longer be deemed to be outstanding hereunder, and the Registered Owners of the Bonds shall have no rights in respect thereof except to receive payment of the principal of and interest on such Bonds from the funds held for that purpose. Defeasance Securities shall be considered sufficient under the Bond Resolution if said investments, with interest, mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on such Bonds.

**SECTION 5.** (a) When the Bonds have been executed as herein provided, they shall be registered as an obligation of the City in the office of the Clerk in a record maintained for that purpose, and the Clerk shall cause to be imprinted upon the reverse side of, or attached to, each of the Bonds over his manual or facsimile signature and manual or facsimile seal, his certificate in substantially the form set out in Section 7.

(b) The Bonds shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk, with the seal of the City imprinted or affixed thereto; provided, however all signatures and seals appearing on the Bonds other than the signature of an authorized officer of the Transfer Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the City whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(c) The Bonds shall be delivered to the Underwriter upon payment of the purchase price therefor in accordance with the terms and conditions of their sale and award, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation, if applicable, of the Bonds and the final, unqualified respective approving opinion of Bond Counsel, which opinion shall be imprinted on, or attached to, the reverse of each of the Bonds.

(d) Prior to or simultaneously with the delivery by the Transfer Agent of any of the Bonds, the City shall file with the Transfer Agent:

- (i) a copy, certified by the Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale and validation, if applicable, of the Bonds; and
- (ii) an authorization to the Transfer Agent, signed by the Mayor or Clerk, to authenticate and deliver the Bonds to the Underwriter.

(e) At delivery, the Transfer Agent shall authenticate the Bonds, and deliver them to the Underwriter upon payment of the purchase price of the Bonds to the City.

(f) Bonds blank as to denomination, rate of interest, date of maturity and numbered 1 upward and sufficient in quantity in the judgment of the City to meet the reasonable transfer and reissuance needs on the Bonds, shall be printed and delivered to the Transfer Agent in generally-accepted format, and held by the Transfer Agent until needed for transfer or reissuance, whereupon the Transfer Agent shall imprint the appropriate information as to denomination, rate of interest, date of maturity and number prior to the registration, authentication and delivery thereof to the transferee holder. The Transfer Agent is hereby authorized upon the approval of the Governing Body to have printed from time to time as necessary additional Bonds bearing the manual or facsimile seal of the City and manual or facsimile signatures of the persons who were the officials of the Governing Body as of the date of original issue of the Bonds.

**SECTION 6.** (a) The City will appoint the paying agent and the transfer agent for the Bonds upon receiving the recommendation of the Underwriter; provided, however, if the Underwriter does not make a recommendation, the Mayor is hereby given authority to appoint the Paying Agent and Transfer Agent. The Paying Agent and Transfer Agent shall be a bank or trust company located within the State. The City specifically reserves the right to hereafter designate a separate transfer agent and/or paying agent in its discretion in the manner hereinafter provided.

(b) So long as any of the Bonds shall remain outstanding, the City shall maintain with the Transfer Agent records for the registration and transfer of the Bonds. The Transfer Agent is hereby appointed registrar for the Bonds in which capacity the Transfer Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any 2016 Bond entitled to registration or transfer.

(c) The City shall pay or reimburse the 2016 Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement

between the City and the 2016 Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the 2016 Agent shall be made by the City on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(d) (i) A 2016 Agent may at any time resign and be discharged of the duties and obligations of either the function of the Paying Agent or Transfer Agent, or both, respectively, by giving at least sixty (60) days' written notice to the City, and may be removed from either or both of said functions at any time by resolution of the Governing Body delivered to the 2016 Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor 2016 Agent and shall be transmitted to the 2016 Agent being removed within a reasonable time prior to the effective date thereof; provided, however, that no resignation or removal of a 2016 Agent shall become effective until a successor 2016 Agent has been appointed pursuant to the Bond Resolution.

(ii) Upon receiving notice of the resignation of a 2016 Agent, the City shall promptly appoint a successor 2016 Agent by resolution of the Governing Body. Any appointment of a successor 2016 Agent shall become effective upon acceptance of appointment by the successor 2016 Agent. If no successor 2016 Agent shall have been so appointed and have accepted appointment within thirty (30) days after the notice of resignation, the resigning 2016 Agent may petition any court of competent jurisdiction for the appointment of a successor 2016 Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor 2016 Agent.

(iii) In the event of a change of 2016 Agents, the predecessor 2016 Agent shall cease to be custodian of any funds held pursuant to the Bond Resolution in connection with its role as such 2016 Agent, and the successor 2016 Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed 2016 Agent shall be fully paid. Every predecessor 2016 Agent shall deliver to its successor 2016 Agent all records of account, registration records, lists of applicable Registered Owners and all other records, documents and instruments relating to its duties as such 2016 Agent.

(iv) Any successor 2016 Agent appointed under the provisions hereof shall be a bank, trust company or national banking association having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

(v) Every successor 2016 Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor 2016 Agent and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor 2016 Agent, without any further act, shall become fully vested with all the rights, immunities and powers, and subject to all the duties and obligations, of its predecessor.

(vi) Should any transfer, assignment or instrument in writing be required by any successor 2016 Agent from the City to more fully and certainly vest in such successor 2016 Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor 2016 Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the City.

(vii) The City will provide any successor 2016 with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the Bonds.

(viii) All duties and obligations imposed hereby on a 2016 Agent or successor 2016 Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by the Bond Resolution.

(e) Any corporation or association into which a 2016 Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor 2016 Agent hereunder and vested with all the powers, discretion, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the City or the successor 2016 Agent, anything herein to the contrary notwithstanding, provided only that such successor 2016 Agent shall be satisfactory to the City and eligible under the provisions of Section 6(d)(iv) hereof.

**SECTION 7.** The Bonds shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by the Bond Resolution:

[remainder of page left blank intentionally]



[2016 BOND FORM]

*Unless this 2016 Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent or its agent for registration of transfer, exchange, or payment, and any 2016 Bond is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), **ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL** inasmuch as the registered owner hereof, Cede & Co., has an interest herein.*

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF HATTIESBURG

TAXABLE TAX INCREMENT LIMITED OBLIGATION BOND

SERIES 2016

(WHISPERING PINES RETIREMENT COMMUNITY PROJECT)

NO. \_\_\_\_\_

\$ \_\_\_\_\_

Rate of Interest

Maturity

Date of Original Issue

CUSIP NO.

\_\_\_\_\_, 2016

Registered Owner:

Principal Amount:

DOLLARS

The City of Hattiesburg, State of Mississippi (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this 2016 Bond, at the principal office of \_\_\_\_\_, \_\_\_\_\_, or its successor, as paying agent (the "Paying Agent") for the Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) (the "Bonds"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this 2016 Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by \_\_\_\_\_, \_\_\_\_\_, or its successor, as transfer agent for the Bonds (the "Transfer Agent"), as of the 15th day of the calendar month preceding the maturity date hereof.

Capitalized terms not defined herein shall be as defined in the Bond Resolution, as hereinafter defined.

The City further promises to pay interest on such principal amount from the date of this 2016 Bond or from the most recent Interest Payment Date to which interest has been paid, on April 1 and October 1 of each year (each a "Interest Payment Date"), in the amounts and at the rate or rates specified in the Bond Purchase Agreement, until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the 15th day of the calendar month preceding the applicable Interest Payment Date.

Payments of principal of and interest on this 2016 Bond shall be made by check or draft mailed on each Interest Payment Date to such Registered Owner at his address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date.

This 2016 Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized principal amount of Not to Exceed Seven Million Dollars (\$7,000,000) to raise money for the purpose of paying the costs of constructing the Infrastructure Improvements, funding the 2016 Bonds Reserve Fund and paying costs of issuance for the Bonds (as hereinafter defined).

This 2016 Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-45-1 through 21-45-21, Mississippi Code of 1972, as amended and/or supplemented from time to time, and by the further authority of proceedings duly had by the Governing Body of the City, including a resolution adopted on \_\_\_\_\_, 2016 (the "Bond Resolution").

The Bonds are subject to mandatory redemption on any Interest Payment Date, in inverse order of maturity, from funds transferred to the 2016 Bond Fund from the 2016 Construction Fund representing excess funds not utilized for the Infrastructure Improvements remaining in the 2016 Construction Fund; provided, however, if the moneys transferred from the 2016 Construction Fund to the 2016 Bond Fund total less than \$1,000, such moneys shall be used on the following Interest Payment Date for the Bonds to pay interest or principal and interest due on the Bonds.

The Bonds are subject to optional redemption prior to their stated dates of maturity to the extent provided in the Bond Purchase Agreement.

Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days (or such shorter period approved by the Registered Owners) and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the

right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

The Bonds are registered as to both principal and interest. The Bonds are to be issued or reissued in the denomination of \$1,000 each, or integral multiples thereof up to the amount of a single maturity.

This 2016 Bond may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Transfer Agent, but only in the manner, subject to the limitations in the Bond Resolution, and upon surrender and cancellation of this 2016 Bond. Upon such transfer or exchange, a new 2016 Bond or Bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued.

The City and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds are and will continue to be payable as to principal and interest out of and secured by the incremental increase in the ad valorem tax revenues generated by the ad valorem tax levied by the City and Forrest County, Mississippi ("Forrest County"), on the real and personal property thereon that constitutes a part of the Redevelopment Project and District Property. **THE BONDS WILL CONSTITUTE LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE TAX INCREMENT, AS HEREINAFTER DEFINED, AND FROM OTHER MONIES PLEDGED THEREFOR. NEITHER THE FAITH, CREDIT, OR TAXING POWER OF THE CITY NOR THE FAITH, CREDIT, OR TAXING POWER OF THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS.**

The City has further pledged funds available in the 2016 Bonds Reserve Fund.

"Captured Assessed Value" shall mean the incremental increase in assessed value of the real property, including improvements thereon, located within the District Property when the Original Assessed Value is subtracted from the Current Assessed Value as of January 1, 2016, and each January 1 thereafter, all as set forth in the annual Assessment Certificate of each the Forrest County Tax Assessor and/or the Clerk of the City.

"Current Assessed Value" shall mean the estimated true value of the Redevelopment Project and all improvement thereon that constitute real property and personal property as determined by the Forrest County Tax Assessor as of January 1, 2016, and on each January 1 thereafter, said determination being made pursuant to information made available to the Forrest County Tax Assessor by the owner of Redevelopment Project and the District Property.

"Developer's Project" shall mean the redevelopment of a high-quality continuing care retirement community with additional supporting commercial, retail, and medical service providers on

the Highway 11 corridor in Hattiesburg, Mississippi, consisting of four phases which include (Phase I) 44 assisted living units, 14 memory care units, with room for future expansion, and 12 independent living units, (Phase II) 120 bed nursing home, (Phase III) a large apartment complex and (Phase IV) approximately 100,000 square feet of commercial space, Phase I, II and III being all located on approximately 28.75± acres within the City, and Phase IV being located on the remaining 23.24± acres, as more particularly described in EXHIBIT A of the City's Tax Increment Financing Plan.

"District Property" or "Tax Increment Financing District" shall mean the real property, including improvements thereon located within the City and Forrest County as more fully described and identified in the City's Tax Increment Financing Plan as the "TIF District."

"Infrastructure Improvements" shall mean and include, but are not limited to, installation of utilities such as water, sanitary sewer and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curbs and gutters parking, sidewalks; installation of traffic signalization and signage; grading; lighting and landscaping of rights-of-way; purchase of rights-of-way and other property necessary for the installation of the infrastructure and other improvements described hereinabove; capitalized interest; and other related expenses such as engineering; all expenses in connection with the authorization, sale, and issuance of bonds, or indebtedness; TIF plan preparation fees and other incidental related costs; and related professional fees.

"Original Assessed Value" shall mean the assessed value of the real and personal property, located within the TIF District Property, as of the September, 2012 tax lien date as certified by the Forrest County Tax Assessor and/or the Clerk of the City and as defined in Section 21-45-21 of the Act.

"Redevelopment Project" shall mean the Developer's Project and the Infrastructure Improvements.

"Tax Increment" shall mean the added increments of City ad valorem tax revenue and Forrest County ad valorem tax revenue resulting from the taxation of the Captured Assessed Value of the real and personal property contained within the District Property and forming a part of the Redevelopment Project (excluding ad valorem taxes for school district purposes), which shall be necessary and sufficient to pay the principal of and interest on the Bonds and any future series of bonds issued by the City for the Redevelopment Project together with the annual fees and expenses of the Paying Agent.

"Tax Increment Surplus" shall mean the remainder of the Tax Increment after deducting amounts necessary to pay the debt service on the Bonds, pay the annual fees and expenses of the Paying Agent and fund any shortfall in the 2016 Debt Service Reserve Requirement; provided however, if the balance in the 2016 Bonds Reserve Fund equals the 2016 Debt Service Reserve Requirement such Tax Increment Surplus shall be deposited in the Tax Increment Surplus Fund and used pursuant to the provisions of Section 15 of the Bond Resolution.

"2016 Bonds Reserve Fund" shall mean that debt service reserve fund into which the City will deposit proceeds of the Bonds representing an amount equal to the 2016 Debt Service Reserve Requirement and in addition, subsequent to the closing, that portion of the Tax Increment Surplus

necessary to provide funds sufficient in the aggregate to fund any shortfall in the 2016 Debt Service Reserve Requirement as such is provided for in Section 15 of the Bond Resolution.

"2016 Debt Service Reserve Requirement" shall mean fifty percent (50%) of the lesser of the following: (i) ten percent (10%) of the stated principal amount of the Bonds; (ii) the maximum annual principal and interest requirement for the Bonds, (iii) one hundred twenty-five percent (125%) of the average annual principal and interest payments on the Bonds, or (iv) such amount requested by the Underwriter for the Bonds, or if such issue of Bonds has more than a *de minimis* amount (as defined in Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, ten percent (10%) of the issue price (as defined in Section 1.148-1(b) of the Treasury Regulations).

This 2016 Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

**IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED** that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds, in order to make the same legal and binding limited obligations of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law.

**IN WITNESS WHEREOF**, the City has caused this 2016 Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal.

**CITY OF HATTIESBURG, MISSISSIPPI**

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**Mayor**

**COUNTERSIGNED:**

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**City Clerk**

**(seal)**

There shall be printed in the lower left portion of the face of, or attached to, the Bonds a registration and authentication certificate in substantially the following form:

**CERTIFICATE OF REGISTRATION AND AUTHENTICATION**

This 2016 Bond is one of the Bonds described in the within mentioned Bond Resolution and is one of the City of Hattiesburg, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project).

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_, as  
Transfer Agent  
BY: \_\_\_\_\_  
Authorized Officer

Date of Registration and Authentication: \_\_\_\_\_

There shall be printed on the reverse of, or attached to, the Bonds a registration [and validation ]certificate and an assignment form in substantially the following form:

**REGISTRATION [AND VALIDATION ]CERTIFICATE**

**STATE OF MISSISSIPPI**

**COUNTY OF FORREST**

**CITY OF HATTIESBURG**

I, the undersigned City Clerk of the City of Hattiesburg, Mississippi, do hereby certify that the within 2016 Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose[, and has been validated and confirmed by Decree of the Chancery Court of Forrest County, Mississippi, rendered on the \_\_\_\_ day of \_\_\_\_\_, 2016].

\_\_\_\_\_

(seal)

**ASSIGNMENT**

**FOR VALUE RECEIVED,** the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

the within 2016 Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_,  
\_\_\_\_\_, Mississippi, as Transfer Agent to transfer the said 2016 Bond on the records kept  
for registration thereof with full power of substitution in the premises.

\_\_\_\_\_  
**NOTICE:** The signature to this Assignment must  
correspond with the name of the Registered Owner as it  
appears upon the face of the within 2016 Bond in every  
particular, without any alteration whatever.

Signatures guaranteed:

\_\_\_\_\_  
**NOTICE:** Signature(s) must be guaranteed by an  
approved eligible guarantor institution, an  
institution that is a participant in a Securities  
Transfer Association recognized signature  
guarantee program.

\_\_\_\_\_  
(Authorized Officer)

Date of Assignment: \_\_\_\_\_

Insert Social Security Number or Other

Tax Identification Number of Assignee: \_\_\_\_\_

**[END OF 2016 BOND FORM]**



In case any 2016 Bond shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new 2016 Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated 2016 Bond, or in lieu of and in substitution for such 2016 Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a 2016 Bond stolen, destroyed or lost, his filing with the City or Transfer Agent evidence satisfactory to them that such 2016 Bond was stolen, destroyed or lost, and of his ownership thereof, and furnishing the City or Transfer Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

**SECTION 8.** For the purpose of effectuating and providing for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing tax upon all of the taxable real and personal property of the City and Forrest County within the geographical limits of the District Property, as agreed pursuant to the Interlocal Agreement. All or any portion of the receipts from the levy and collection of said ad valorem tax shall be withheld by the tax collector of each the City, and/or by any other tax collecting agency authorized by law for the collection of said taxes, who shall pay over all such Tax Increment to the Clerk to the credit of the 2016 Bond Fund created pursuant to Section 13 hereof and to the 2016 Bonds Reserve Fund that portion representing Tax Increment Surplus necessary to fund any deficiency in the 2016 Debt Service Reserve Requirement for the 2016 Bonds Reserve Fund, all as further provided in Section 15. Any such moneys so paid to the Clerk to the credit of the 2016 Bond Fund shall be expended only as provided in Section 13 hereof. The Tax Increment Surplus, if any, shall be transferred to the Tax Increment Surplus Fund for use as set forth in Section 15.

**SECTION 9.** Only such of the Bonds as shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall be entitled to the rights, benefits and security of the Bond Resolution. No 2016 Bond shall be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under the Bond Resolution. The Transfer Agent's certificate of registration and authentication on any 2016 Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent but it shall not be necessary that the same officer sign said certificate on all of the Bonds that may be issued hereunder at any one time.

**SECTION 10.** In the event the Underwriter shall fail to designate the names, addresses and social security or tax identification numbers of the Registered Owners of the Bonds, within thirty (30) days of the date of sale, or at such other later date as may be designated by the City, one 2016 Bond registered in the name of the Underwriter may be issued in the full amount for each maturity. Ownership of the Bonds shall be in the Underwriter until the initial Registered Owner has made timely payment and, upon request of the Underwriter within a reasonable time of the initial delivery of the Bonds, the Transfer Agent shall re-register any such 2016 Bond upon its records in the name of the Registered Owner to be designated by the Underwriter in the event timely payment has not been made by the initial Registered Owner.

**SECTION 11.** Except as hereinabove provided, the Person in whose name any 2016 Bond shall be registered in the records of the City maintained by the Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any 2016 Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such 2016 Bond to the extent of the sum or sums so paid.

**SECTION 12.** (a) Each 2016 Bond shall be transferable only in the records of the City, upon surrender thereof at the office of the Transfer Agent together with a written instrument of transfer satisfactory to the Transfer Agent, duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any 2016 Bond, the City, acting through its Transfer Agent, shall issue in the name of the transferee a new 2016 Bond or Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered 2016 Bond or Bonds.

(b) In all cases in which the privilege of transferring Bonds is exercised, the Transfer Agent shall authenticate and deliver Bonds in accordance with the provisions of the Bond Resolution.

**SECTION 13.** (a) The City hereby establishes the 2016 Bond Fund for the Bonds which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the Bonds, and the payment of 2016 Agents' fees in connection therewith. There shall be deposited into the 2016 Bond Fund as and when received:

- (i) The accrued interest and premium, if any, received upon delivery of the Bonds;
- (ii) The avails of any of the ad valorem taxes collected pursuant to Section 8 hereof subject to the limitation as described in sub-section (b) below;
- (iii) Funds transferred from the 2016 Bonds Reserve Fund pursuant to sub-section (b) below;
- (iv) Any income received from investment of monies in the 2016 Bond Fund; and
- (v) Any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the 2016 Bond Fund.

(b) The Clerk shall deposit all moneys, including but not limited to the Tax Increment portion of the receipts, but excluding the proceeds of the Bonds to be deposited in the 2016 Construction Fund, the 2016 Bonds Reserve Fund and the Tax Increment Surplus, into the 2016 Bond Fund. The City shall deposit in the 2016 Bond Fund an amount equal to the amount necessary to make each principal and interest payment together with the annual fees and expenses of the Paying Agent. The source of such funds shall be limited to the Tax Increment portion of the ad valorem tax receipts and the 2016 Bonds Reserve Fund. The City shall first apply the Tax Increment to the payment of the Bonds.

(c) As long as any principal of and interest on the Bonds remains outstanding, the Clerk is hereby irrevocably authorized and directed to withdraw from the 2016 Bond Fund sufficient monies to make the payments herein provided for and to transfer same to the account of the Paying Agent in time to reach said Paying Agent at least five (5) days prior to the date on which said interest or principal and interest shall become due.

**SECTION 14.** The City hereby establishes the 2016 Construction Fund which shall be held by the City and maintained with a qualified depository. The principal proceeds received upon the sale of the Bonds, shall be deposited in the 2016 Construction Fund including costs of issuance funds. Any income received from investment of monies in the 2016 Construction Fund shall be deposited in the 2016 Construction Fund or to the 2016 Bond Fund to pay interest on the Bonds during the construction period for the Infrastructure Improvements. From the 2016 Construction Fund there shall be first paid the costs, fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation, if applicable, and delivery of the Bonds. Any amounts which remain in the 2016 Construction Fund in amount of \$1,000 or integral multiples thereof after the completion of the Infrastructure Improvements shall be transferred to the 2016 Bond Fund and used for the mandatory redemption of Bonds as set forth herein and any amount which remain on deposit in the 2016 Construction Fund which is less than \$1,000 shall be deposited to the 2016 Bond Fund and used as permitted under State law.

**SECTION 15. (a)** The City hereby establishes the 2016 Bonds Reserve Fund which shall be maintained by the City with a qualified depository. The City shall deposit into the 2016 Bonds Reserve Fund funds as follows: (i) a portion of the proceeds of the Bonds designated on the date of delivery of the Bonds; and (ii) funds identified as the Tax Increment Surplus to meet any deficiency in the 2016 Debt Service Reserve Requirement. On or before five days prior to each Interest Payment Date for the Bonds, the City shall transfer monies to the 2016 Bond Fund to the extent there are insufficient funds deposited therein pursuant to Section 13 to make the debt service payment for the Bonds on the next Interest Payment Date for the Bonds.

(b) The City hereby establishes the Tax Increment Surplus Fund which shall be maintained by the City with a qualified depository. The City shall deposit into the Tax Increment Surplus Fund all funds identified as the Tax Increment Surplus to the extent said funds are not required to meet any deficiency in (i) Tax Increment necessary to make payments on the Bonds on any Interest Payment Date and to the Paying Agent and (ii) in the 2016 Debt Service Reserve Requirement.

**SECTION 16. (a)** Payment of principal on the Bonds shall be made, upon presentation and surrender of the Bonds at the principal office of the Paying Agent to the Record Date Registered Owner thereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date for the Bonds.

(b) Payment of each installment of interest on the Bonds shall be made to the Record Date Registered Owner thereof whose name shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date for the Bonds. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of such 2016 Bond subsequent to the Record Date for the Bonds and prior to the due date of the interest.

(c) Principal of and interest on the Bonds shall be paid by check or draft mailed on the Interest Payment Date for the Bonds to Registered Owners of the Bonds at the addresses appearing in the registration records of the Transfer Agent. Any such address may be changed by written notice from the Registered Owner of the Bonds to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date for the Bonds to be effective as of such date.

**SECTION 17.** The Bonds may be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the Clerk, if applicable, is hereby directed to make up a transcript of all legal papers and proceedings relating to the Bonds and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings in Forrest County, Mississippi.

**SECTION 18.** Based on existing statutes, rulings and court decisions and assuming, among other matters, compliance with certain covenants, the interest on the Bonds is includable for purposes of federal income taxation. Under existing law, interest on the Bonds is excludable from present taxes imposed by the State.

**SECTION 19.** Each of the following constitutes an event of default under the Bond Resolution:

(a) failure by the City to pay any installment of principal of or interest on any 2016 Bond at the time required;

(b) failure by the City to perform or observe any other covenant, agreement or condition on its part contained in the Bond Resolution (other than the covenants contained in Section 21 hereof) or in the Bonds, and the continuance thereof for a period of thirty (30) days after written notice thereof to the City by the Registered Owners of not less than ten percent (10%) in principal amount of the then outstanding Bonds; or

(c) an Act of Bankruptcy occurs.

**SECTION 20.** That the Governing Body of the City hereby authorizes the negotiation of the sale of the Bonds to a to-be-determined Underwriter and authorizes the execution by the Mayor and Clerk of the City of the 2016 Proposal for and on behalf of the City, based on the recommendation of Butler Snow LLP, Ridgeland, Mississippi, as Bond Counsel, and Government Consultants, Inc., as Financial Advisor, and provided that the following parameters are met: (1) the par amount of the Bonds will not exceed \$7,000,000; (2) the net interest cost of not more than six and five-tenths percent (6.5%) for the Bonds; (3) the Bonds will mature no later than fifteen years from their respective date of delivery; and (4) terms and provisions of the Bonds in compliance with the Act.

**SECTION 21.** The Mayor and Clerk are hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to pay on the Closing Date of the Bonds the costs of issuance of said Bonds; provided, however, the aggregate total costs of issuance for said Bonds shall not exceed six percent (6%) of the par amount of the Bonds.

**SECTION 22.** The Mayor, the Clerk and any other Authorized Officers of the Governing Body are authorized to execute and deliver such resolutions, certificates and other documents as are required for the sale, issuance, validation, if applicable, and delivery of the Bonds.

**SECTION 23.** All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof.

The above and foregoing Bond Resolution, after having been first reduced to writing, was introduced by Councilman \_\_\_\_\_, seconded by Councilman \_\_\_\_\_ and was adopted by the following roll call vote, to wit:

**YEAS:**

**NAYS:**

**ABSENT:**

The President thereby declared the motion carried and the Bond Resolution adopted, this the \_\_ day of \_\_\_\_\_, 2016.

**(SEAL)**

**ATTEST:**

**ADOPTED:**

\_\_\_\_\_  
**CLERK OF COUNCIL**

\_\_\_\_\_  
**PRESIDENT**

The above and foregoing Bond Resolution having been submitted to and approved by the Mayor, this the \_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**MAYOR**

**RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF TAXABLE TAX INCREMENT LIMITED OBLIGATION BONDS, SERIES 2016 (WHISPERING PINES RETIREMENT COMMUNITY PROJECT), OF THE CITY OF HATTIESBURG, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED SEVEN MILLION DOLLARS (\$7,000,000) (THE "BONDS") TO RAISE MONEY FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTING THE INFRASTRUCTURE IMPROVEMENTS (AS HEREINAFTER DEFINED), FUNDING THE DEBT SERVICE RESERVE FUND, IF APPLICABLE, AND PAYING COSTS OF ISSUANCE FOR THE BONDS; AND FOR RELATED PURPOSES.**

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

1. (a) In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"Act" shall mean Sections 21-45-1 through 21-45-21, Mississippi Code of 1972, as amended and/or supplemented from time to time.

"Act of Bankruptcy" shall mean the filing of a petition in bankruptcy by or against the City under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

"Authorized Officer" means the Mayor, the Clerk and any other officer designated from time to time as an Authorized Officer by resolution of the City, and when used with reference to any act or document also means any other Person authorized by resolution of the City to perform such act or sign such document.

"Bond" or "Bonds" shall mean the not to exceed \$7,000,000 Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) of the City authorized and directed to be issued in the Bond Resolution.

"Bond Counsel" shall mean Butler Snow LLP, Ridgeland, Mississippi.

"Bond Purchase Agreement" shall mean the bond purchase agreement, by and between the Underwriter and the City, providing for the sale of the Bonds to the Underwriter.

"Bond Resolution" shall mean this bond resolution, as may be amended from time to time.

"Bond Year" shall mean year ending April 1 each year.

"Book Entry System" shall mean a book entry system established and operated for the recordation of Beneficial Owners of the Bonds as described in Section 2 herein.

"Captured Assessed Value" shall mean the incremental increase in assessed value of the real and personal property, including improvements thereon, located within the District Property when the Original Assessed Value is subtracted from the Current Assessed Value as of January 1, 2016 and each

January 1 thereafter, all as set forth in the annual Assessment Certificate of each the Forrest County Tax Assessor and the Clerk of the City.

"City" shall mean the City of Hattiesburg, Mississippi.

"City Assessment Certificate" shall mean the City Assessment Certificate of the Clerk as required by Section 21-45-21 of the Act under which the Clerk, on behalf of the City will certify as to the value of the Original Assessed Value, Current Assessed Value and Captured Assessed Value as each relates to the District Property and the Redevelopment Project, which City Assessment Certificate further sets forth the estimated amount of additional ad valorem tax available for debt service on the Bonds.

"City Tax Increment Redevelopment Plan" or "City Redevelopment Plan" shall mean the Tax Increment Financing Redevelopment Plan of 1996 for the City of Hattiesburg, Mississippi, as may be amended from time to time.

"City's Tax Increment Financing Plan" shall mean together the Tax Increment Financing Plan, Whispering Pines Retirement Community Project, Hattiesburg, Mississippi, 2012, adopted on September 18, 2012, and amended on March 5, 2013, as may be further amended from time to time.

"Clerk" shall mean the City Clerk of the City.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate for executed by the City on the date of delivery of the Bonds.

"County's Tax Increment Financing Plan" shall mean the Tax Increment Financing Plan, Whispering Pines Retirement Community Project, Forrest County, Mississippi, 2012, adopted on September 6, 2012, as may be further amended from time to time.

"Current Assessed Value" shall mean the estimated true value of the Redevelopment Project and all improvement thereon that constitute real property and personal property as determined by the Forrest County Tax Assessor as of January 1, 2016, and on each January 1 thereafter, said determination being made pursuant to information made available to the Forrest County Tax Assessor by the owner of the Redevelopment Project and the District Property.

"Developer" shall mean Whispering Pines Retirement Community, LLC, a Mississippi limited liability company.

"Developer's Project" shall mean the redevelopment of a high-quality continuing care retirement community with additional supporting commercial, retail, and medical service providers on the Highway 11 corridor in Hattiesburg, Mississippi, consisting of four phases which include (Phase I) 44 assisted living units, 14 memory care units, with room for future expansion, and 12 independent living units, (Phase II) 120 bed nursing home, (Phase III) a large apartment complex and (Phase IV) approximately 100,000 square feet of commercial space, Phase I, II and III being all located on approximately 28.75± acres within the City, and Phase IV being located on the remaining 23.24± acres, as more particularly described in EXHIBIT A of the City's Tax Increment Financing Plan.



"Development Agreement" shall mean the Development Agreement between the Developer and the City approved by the Governing Body of the City on March 5, 2013.

"Direct Participant" means a broker, bank or other financial institution for which the Securities Depository holds Bonds as a securities depository.

"District Property" or "Tax Increment Financing District" shall mean the real property, including improvements thereon located within the City and Forrest County as more fully described and identified in the City's Tax Increment Financing Plan as the "TIF District."

"DTC" shall mean The Depository Trust Company.

"DTC Participants" shall mean any participant for whom DTC is a Security Depository Nominee.

"Forrest County" shall mean Forrest County, Mississippi.

"Forrest County Assessment Certificate" shall mean the County Assessment Certificate of the Forrest County Tax Assessor as required by Section 21-45-21 of the Act under which the Forrest County Tax Assessor, on behalf of Forrest County, will certify as to the value of the Original Assessed Value, Current Assessed Value and Captured Assessed Value as each relates to the TIF District Property and the Redevelopment Project, which Forrest County Assessment Certificate further sets forth the estimated amount of additional ad valorem tax available for the debt service on the Bonds.

"Forrest County Tax Increment Redevelopment Plan" or "Forrest County Redevelopment Plan" shall mean the Tax Increment Financing Redevelopment Plan for Forrest County, Mississippi, as may be amended from time to time.

"Governing Body" shall mean the Mayor and City Council of the City.

"Infrastructure Improvements" shall mean and include, but are not limited to, installation of utilities such as water, sanitary sewer and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curbs and gutters parking, sidewalks; installation of traffic signalization and signage; grading; lighting and landscaping of rights-of-way; purchase of rights-of-way and other property necessary for the installation of the infrastructure and other improvements described hereinabove; capitalized interest; and other related expenses such as engineering; all expenses in connection with the authorization, sale, and issuance of bonds, or indebtedness; TIF plan preparation fees and other incidental related costs; and related professional fees.

"Interlocal Agreement" shall mean the Interlocal Agreement by and between the City and Forrest County in connection with the Redevelopment Project.

"Letter of Representations" shall mean the blanket issue letter of representations from the City to DTC under the Book Entry System.

"Mayor" shall mean the Mayor of the City.

"Original Assessed Value" shall mean the assessed value of the real and personal property, located within the TIF District Property, as of the September, 2012 tax lien date as certified by the Forrest County Tax Assessor and/or the Clerk of the City and as defined in Section 21-45-21 of the Act.

"Paying Agent" shall mean the paying agent recommended by the Underwriter or as appointed by the Mayor pursuant to authority granted in this Bond Resolution.

"Person" shall mean an individual, partnership, corporation, limited liability company, trust or unincorporated organization and a government or agency or political subdivision thereof.

"Record Date" shall mean, as to interest payments, the 15th day of the month preceding the dates set for payment of interest on each the Bonds and, as to payments of principal, the 15th day of the month preceding the maturity date or the date set for redemption on each the Bonds.

"Record Date Registered Owner" shall mean the Registered Owner as of the Record Date for each the Bonds.

"Redevelopment Plans" shall mean together the City Tax Increment Redevelopment Plan and the Forrest County Tax Increment Redevelopment Plan.

"Redevelopment Project" shall mean the Developer's Project and the Infrastructure Improvements.

"Registered Owner" shall mean the Person whose name shall appear in the registration records of the City for each the Bonds maintained by the Transfer Agent.

"Securities Depository" shall mean The Depository Trust Company and any substitute for or successor to such securities depository that shall maintain a Book Entry System with respect to the Bonds.

"Securities Depository Nominee" shall mean the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration records the Bonds to be delivered to such Securities Depository during the continuation with such Securities Depository of participation in its Book Entry System.

"State" shall mean the State of Mississippi.

"Tax Increment Financing Plans" shall mean the City's Tax Increment Financing Plan and the County's Tax Increment Financing Plan.

"Tax Increment" shall mean the added increments of City ad valorem tax revenue and Forrest County ad valorem tax revenue resulting from the taxation of the Captured Assessed Value of the real and personal property contained within the District Property and forming a part of the Redevelopment Project (excluding ad valorem taxes for school district purposes), which shall be necessary and sufficient to pay the principal of and interest on the Bonds and any future series of bonds issued by the City for the Redevelopment Project together with the annual fees and expenses of the Paying Agent.

"Tax Increment Surplus" shall mean the remainder of the Tax Increment after deducting amounts necessary to pay the debt service on the Bonds, pay the annual fees and expenses of the Paying Agent and fund any shortfall in the 2016 Debt Service Reserve Requirement; provided however, if the balance in the 2016 Bonds Reserve Fund equals the 2016 Debt Service Reserve Requirement such Tax Increment Surplus shall be deposited in the Tax Increment Surplus Fund and used pursuant to the provisions of Section 15 herein.

"Tax Increment Surplus Fund" shall mean the City of Hattiesburg, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) Tax Increment Surplus Fund provided for in Section 15 hereof.

"Transfer Agent" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the registration of owners of the Bonds and for the performance of such other duties as may be herein or hereafter specified by the Governing Body.

"2016 Agent" shall mean any paying agent or transfer agent, whether serving in either or both capacities, and herein designated by the Governing Body as paying agent or transfer agent for the Bonds.

"2016 Bond Fund" shall mean the City of Hattiesburg, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) Bond Fund provided for in Section 13 hereof.

"2016 Bonds Reserve Fund" shall mean that debt service reserve fund into which the City will deposit proceeds of the Bonds representing an amount equal to the 2016 Debt Service Reserve Requirement and in addition, subsequent to the closing, that portion of the Tax Increment Surplus necessary to provide funds sufficient in the aggregate to fund any shortfall in the 2016 Debt Service Reserve Requirement as such is provided for in Section 15 hereof.

"2016 Construction Fund" shall mean the City of Hattiesburg, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) Construction Fund provided for in Section 14 hereof.

"2016 Debt Service Reserve Requirement" shall mean fifty percent (50%) of the lesser of the following: (i) ten percent (10%) of the stated principal amount of the Bonds; (ii) the maximum annual principal and interest requirement for the Bonds, (iii) one hundred twenty-five percent (125%) of the average annual principal and interest payments on the Bonds, or (iv) such amount requested by the Underwriter for the Bonds, or if such issue of Bonds has more than a *de minimis* amount (as defined in Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, ten percent (10%) of the issue price (as defined in Section 1.148-1(b) of the Treasury Regulations).

"Underwriter" shall mean Duncan-Williams, Inc., Memphis, Tennessee.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and

terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. The City of Hattiesburg, Mississippi, a municipality as defined in Title 21, Chapter 45, Section 3, Mississippi Code of 1972, as amended, is authorized and empowered by the Constitution and Statutes of the State, including the Act, to undertake and carry out redevelopment projects within areas determined by the Governing Body of the City to be in need of development and/or redevelopment and designated as appropriate for redevelopment projects, in accordance with the Redevelopment Plans and Tax Increment Financing adopted by the Governing Body of the City in connection with the Bonds.

3. Said redevelopment projects may include:

(i) to acquire the redevelopment area, including lands, structures or improvements the acquisition of which is necessary or incidental to the proper clearance, development or redevelopment of such areas or to the prevention of the spread or recurrence of slum conditions or conditions of blight;

(ii) to clear the redevelopment area by demolition or removal of existing buildings, structures, streets, utilities or other improvements thereon and to install, construct or reconstruct streets, utilities, bulkheads, boat docks and site improvements essential to the preparation of sites for uses in accordance with the Redevelopment Plans and public improvements to encourage private redevelopment in accordance with the Redevelopment Plans; or

(iii) to sell or lease property acquired by the City as part of the Redevelopment Project for not less than their fair value for uses in accordance with the Redevelopment Plans, and to retain property or public improvements for public use in accordance with the Redevelopment Plans.

The "Redevelopment Project" may also include the preparation of Redevelopment Plans, the planning, survey and other work incident to the Redevelopment Project, and the preparation of all plans and arrangements for carrying out the Redevelopment Project, and the relocation of businesses and families required under applicable law.

4. (a) The Governing Body of the City approved the City Tax Increment Redevelopment Plan and conducted a public hearing on the City Tax Increment Redevelopment Plan in the manner required by the Act. Forrest County approved the County Tax Increment Redevelopment Plan and conducted a public hearing on the County Tax Increment Redevelopment Plan in the manner required by the Act.

(b) On September 18, 2012, the City approved and adopted its Tax Increment Financing Plan, Whispering Pines Retirement Community Project, Hattiesburg, Mississippi, 2012. On March 5, 2013, the City approved an amended and restated tax increment plan entitled "First Addendum to City of Hattiesburg, Mississippi Tax Increment Financing Plan (Whispering Pines Retirement Community Project) 2012." On September 6, 2012, Forrest County approved and adopted its Tax Increment Financing Plan, Whispering Pines Retirement Community Project, Forrest County, Mississippi, 2012.

The City's Tax Increment Financing Plan and the County's Tax Increment Financing Plan provide for the joint and mutual pledge and division of the incremental increase in tax revenues generated by the development and redevelopment within the District Property as security for the Bonds.

5. The City, to the greatest extent it determines to be feasible, shall afford maximum opportunity, consistent with the sound needs of the City as a whole, to the rehabilitation or redevelopment of the redevelopment areas by private enterprise. In order to utilize appropriate private or public resources to eliminate and prevent the development or spread of slums and urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of slum and blighted areas, and to achieve the objectives of the Redevelopment Plans, the City shall encourage rehabilitation and clearance and redevelopment within the redevelopment areas by: (1) carrying out a program of voluntary repair and rehabilitation of buildings or other improvements in accordance with the Redevelopment Plans, including, from time to time, making loans to defray all or part of the costs (including costs of acquiring real estate) of repairing and rehabilitating buildings or other improvements in accordance with the Redevelopment Plans; and (2) making loans, from time to time, to defray all or part of the costs of acquiring real property, demolishing and removing buildings and improvements, and constructing improvements (including buildings) in the redevelopment area in accordance with the Redevelopment Plans. Such loans shall be made in accordance with the requirements under the General Plan as defined in the Redevelopment Plans. The City shall also have full authority to issue tax increment bonds for the purpose of completing all of or a part of the Infrastructure, in accordance with the Tax Increment Financing Plans.

6. The Governing Body desires to authorize and direct the issuance of the Bonds, according to the terms of this Bond Resolution.

7. The City desires to issue and sell the Bonds for the purpose of financing the cost of the Infrastructure Improvements, funding the 2016 Bonds Reserve Fund, and paying issuance costs in accordance with the Redevelopment Plans and the Tax Increment Financing Plans.

8. As an inducement to the City to issue the Bonds and to apply the proceeds of such Bonds to fund the cost of constructing the Infrastructure Improvements, funding the 2016 Bonds Reserve Fund, and paying costs of issuance for the Bonds, it being contemplated by the City that a portion of the incremental increase in revenues from ad valorem taxes on the real and personal property collected by the City and Forrest County with respect to the Redevelopment Project in an amount sufficient for the payment of principal of and interest on the Bonds and the annual fees and expenses of the Paying Agent, and with respect to the City's portion of the Tax Increment to fund any deficiency in the 2016 Bonds Reserve Fund.

9. The Governing Body will not provide for the issuance of additional bonds payable from the Tax Increment unless the Tax Increment for the preceding year prior to the issuance of the additional bonds was sufficient to provide at least that percentage debt service coverage of the combined debt service of such additional bonds and the Bonds as set forth in the Bond Purchase Agreement.

10. The Governing Body is authorized and empowered by the provisions of the Act to issue the Bonds in the form and manner hereinafter provided for by the Act.

11. It has now become necessary to make provision for the preparation, execution and issuance of said Bonds.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:**

**SECTION 1.** (a) In consideration of the purchase and acceptance of any and all of the Bonds by those who shall hold the same from time to time, the Bond Resolution shall constitute a contract between the City and the Registered Owners from time to time of the Bonds.

(b) For the purpose of effecting and providing for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue, there is hereby irrevocably pledged:

(i) the avails of the Tax Increment authorized herein as the same is received; and

(ii) the amounts held on behalf of the City in the funds and accounts established herein, namely the 2016 Construction Fund, the 2016 Bonds Reserve Fund and the 2016 Bond Fund.

Should there be a failure in any year to comply with the requirements of this subsection (b), such failure shall not impair the right of the Registered Owners of any of the Bonds to subsequently receive payments of principal of and interest on the Bonds from the avails of the Tax Increment or amounts in the funds and accounts named in this subsection (b).

The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City with regard to the Bonds shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

**SECTION 2.** (a) The Bonds shall initially be issued pursuant to a Book-Entry System administered by the Securities Depository with no physical distribution of Bond certificates to be made except as provided in this Section 2. Any provision of this Bond Resolution or the Bonds requiring physical delivery of the Bonds shall, with respect to any Bonds held under the Book-Entry System, be deemed to be satisfied by a notation on the registration records maintained by the Paying Agent that such Bonds are subject to the Book-Entry System.

(b) So long as a Book-Entry System is being used, one Bond in the aggregate principal amount of the Bonds and registered in the name of the Securities Depository, the Securities Depository Nominee and the Participants and Indirect Participants will evidence beneficial ownership of the Bonds in authorized denominations, with transfers of ownership effected on the records of the Securities Depository, the Participants and the Indirect Participants pursuant to rules and procedures established

by the Securities Depository, the Participants and the Indirect Participants. The principal of and any premium on each Bond shall be payable to the Securities Depository Nominee or any other person appearing on the registration records as the Registered Owner of such Bond or its registered assigns or legal representative at the principal office of the Paying Agent. So long as the Book-Entry System is in effect, the Securities Depository will be recognized as the Holder of the Bonds for all purposes. Transfer of principal, interest and any premium payments or notices to Participants and Indirect Participants will be the responsibility of the Securities Depository and transfer of principal, interest and any premium payments or notices to Beneficial Owners will be the responsibility of the Participants and Indirect Participants. No other party will be responsible or liable for such transfers of payments or notices or for maintaining, supervising or reviewing such records maintained by the Securities Depository, the Participants or the Indirect Participants. While the Securities Depository Nominee or the Securities Depository, as the case may be, is the Registered Owner of the Bonds, notwithstanding any other provisions set forth herein, payments of principal of, redemption premium, if any, and interest on the Bonds shall be made to the Securities Depository Nominee or the Securities Depository, as the case may be, by wire transfer in immediately available funds to the account of such Holder, without notice to or the consent of the Beneficial Owners, the Paying Agent, with the consent of the City, and the Securities Depository may agree in writing to make payments of principal and interest in a manner different from that set out herein. In such event, the Paying Agent shall make payments with respect to the Bonds in such manner as if set forth herein.

(c) The Securities Depository may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to City or Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

(d) The City may decide to discontinue use of the system of book-entry-only transfers through the Securities Depository (or a successor securities depository). In that event, Bond certificates will be printed and delivered to the Securities Depository.

(e) Each Securities Depository and the Participants, the Indirect Participants and the Beneficial Owners of the Bonds, by their acceptance of the Bonds, agree that the City and the Paying Agent shall have no liability for the failure of any Securities Depository to perform its obligation to any Participant, Indirect Participant or other nominee of any Beneficial Owner of any Bonds to perform any obligation that such Participant, Indirect Participant or other nominee may incur to any Beneficial Owner of the Bonds.

(f) Notwithstanding any other provision of this Bond Resolution, on or prior to the date of issuance of the Bonds, the Paying Agent shall have executed and delivered to the initial Securities Depository a Letter of Representations governing various matters relating to the Securities Depository and its activities pertaining to the Bonds. The terms and provisions of such Letter of Representations are incorporated herein by reference and in the event there shall exist any inconsistency between the substantive provisions of the said Letter of Representations and any provisions of this Bond Resolution, then, for as long as the initial Securities Depository shall serve with respect to the Bonds, the terms of the Letter of Representations shall govern.

(g) Notwithstanding any provision in this Bond Resolution to the contrary, at all times in which the Book-Entry System is in effect, any references to physical delivery of a Bond shall not be required.

**SECTION 3.** The Bonds are hereby authorized and ordered to be prepared and issued in the principal amount Not to Exceed Seven Million Dollars (\$7,000,000) to raise money for constructing the Infrastructure Improvements, funding the 2016 Bonds Reserve Fund and paying costs of issuance for the Bonds as authorized by the Act.

**SECTION 4.** (a) Payments of interest on the Bonds shall be made to the Record Date Registered Owner of the Bonds, and payments of principal for the Bonds shall be made upon presentation and surrender thereof at the principal office of the Paying Agent, to the Record Date Registered Owner of the Bonds in lawful money of the United States of America.

(b) The Bonds shall be registered as to both principal and interest; shall be dated the date of delivery, shall be issued in the principal denomination of \$1,000 each, or integral multiples thereof up to the amount of a single maturity; shall be numbered from one upward in the order of issuance; shall bear interest from the date thereof, payable on April 1 and October 1 (each an "Interest Payment Date") in the years and at the rate or rates specified in the Bond Purchase Agreement; and shall mature and become due and payable on April 1 in the years and in the principal amounts as set forth in the Bond Purchase Agreement of the Underwriter.

(c) The Bonds are subject to mandatory redemption on any Interest Payment Date, in inverse order of maturity, from funds transferred to the 2016 Bond Fund from the 2016 Construction Fund representing excess funds not utilized for the Infrastructure Improvements remaining in the 2016 Construction Fund; provided, however, if the moneys transferred from the 2016 Construction Fund to the 2016 Bond Fund total less than \$1,000, such moneys shall be used on the following Interest Payment Date for the Bonds to pay interest or principal and interest due on the Bonds.

(d) The Bonds are subject to optional redemption prior to their stated dates of maturity to the extent provided in the Bond Purchase Agreement.

(e) Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners of the Bonds thereof by first class mail at least thirty (30) days (or such shorter period authorized by the Registered Owners) and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of the Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice



shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

(f) The Bonds for which the payment of sufficient moneys or, to the extent permitted by the laws of the State, (i) direct obligations of, or obligations for the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America ("Government Obligations"), (ii) certificates of deposit or municipal obligations fully secured by Government Obligations, (iii) evidences of ownership of proportionate interests in future interest or principal payments on Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the Government Obligations and which Government Obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated, (iv) State and Local Government Series ("SLGS") Securities, and (v) municipal obligations, the payment of the principal of, interest and redemption premium, if any, on which are irrevocably secured by Government Obligations and which Government Obligations are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and have been deposited in an escrow account which is irrevocably pledged to the payment of the principal of and interest and redemption premium, if any, on such municipal obligations (all of which collectively, with Government Obligations, "Defeasance Securities"), shall have been deposited with an escrow agent appointed for such purpose, which may be the Paying Agent and Transfer Agent, shall be deemed to have been paid, shall cease to be entitled to any lien, benefit or security under the Bond Resolution and shall no longer be deemed to be outstanding hereunder, and the Registered Owners of the Bonds shall have no rights in respect thereof except to receive payment of the principal of and interest on such Bonds from the funds held for that purpose. Defeasance Securities shall be considered sufficient under the Bond Resolution if said investments, with interest, mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on such Bonds.

**SECTION 5.** (a) When the Bonds have been executed as herein provided, they shall be registered as an obligation of the City in the office of the Clerk in a record maintained for that purpose, and the Clerk shall cause to be imprinted upon the reverse side of, or attached to, each of the Bonds over his manual or facsimile signature and manual or facsimile seal, his certificate in substantially the form set out in Section 7.

(b) The Bonds shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk, with the seal of the City imprinted or affixed thereto; provided, however all signatures and seals appearing on the Bonds other than the signature of an authorized officer of the Transfer Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the City whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(c) The Bonds shall be delivered to the Underwriter upon payment of the purchase price therefor in accordance with the terms and conditions of their sale and award, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation, if applicable, of the Bonds and the final, unqualified respective approving opinion of Bond Counsel, which opinion shall be imprinted on, or attached to, the reverse of each of the Bonds.

(d) Prior to or simultaneously with the delivery by the Transfer Agent of any of the Bonds, the City shall file with the Transfer Agent:

- (i) a copy, certified by the Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale and validation, if applicable, of the Bonds; and
- (ii) an authorization to the Transfer Agent, signed by the Mayor or Clerk, to authenticate and deliver the Bonds to the Underwriter.

(e) At delivery, the Transfer Agent shall authenticate the Bonds, and deliver them to the Underwriter upon payment of the purchase price of the Bonds to the City.

(f) Bonds blank as to denomination, rate of interest, date of maturity and numbered 1 upward and sufficient in quantity in the judgment of the City to meet the reasonable transfer and reissuance needs on the Bonds, shall be printed and delivered to the Transfer Agent in generally-accepted format, and held by the Transfer Agent until needed for transfer or reissuance, whereupon the Transfer Agent shall imprint the appropriate information as to denomination, rate of interest, date of maturity and number prior to the registration, authentication and delivery thereof to the transferee holder. The Transfer Agent is hereby authorized upon the approval of the Governing Body to have printed from time to time as necessary additional Bonds bearing the manual or facsimile seal of the City and manual or facsimile signatures of the persons who were the officials of the Governing Body as of the date of original issue of the Bonds.

**SECTION 6.** (a) The City will appoint the paying agent and the transfer agent for the Bonds upon receiving the recommendation of the Underwriter; provided, however, if the Underwriter does not make a recommendation, the Mayor is hereby given authority to appoint the Paying Agent and Transfer Agent. The Paying Agent and Transfer Agent shall be a bank or trust company located within the State. The City specifically reserves the right to hereafter designate a separate transfer agent and/or paying agent in its discretion in the manner hereinafter provided.

(b) So long as any of the Bonds shall remain outstanding, the City shall maintain with the Transfer Agent records for the registration and transfer of the Bonds. The Transfer Agent is hereby appointed registrar for the Bonds in which capacity the Transfer Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any 2016 Bond entitled to registration or transfer.

(c) The City shall pay or reimburse the 2016 Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement

between the City and the 2016 Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the 2016 Agent shall be made by the City on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(d) (i) A 2016 Agent may at any time resign and be discharged of the duties and obligations of either the function of the Paying Agent or Transfer Agent, or both, respectively, by giving at least sixty (60) days' written notice to the City, and may be removed from either or both of said functions at any time by resolution of the Governing Body delivered to the 2016 Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor 2016 Agent and shall be transmitted to the 2016 Agent being removed within a reasonable time prior to the effective date thereof; provided, however, that no resignation or removal of a 2016 Agent shall become effective until a successor 2016 Agent has been appointed pursuant to the Bond Resolution.

(ii) Upon receiving notice of the resignation of a 2016 Agent, the City shall promptly appoint a successor 2016 Agent by resolution of the Governing Body. Any appointment of a successor 2016 Agent shall become effective upon acceptance of appointment by the successor 2016 Agent. If no successor 2016 Agent shall have been so appointed and have accepted appointment within thirty (30) days after the notice of resignation, the resigning 2016 Agent may petition any court of competent jurisdiction for the appointment of a successor 2016 Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor 2016 Agent.

(iii) In the event of a change of 2016 Agents, the predecessor 2016 Agent shall cease to be custodian of any funds held pursuant to the Bond Resolution in connection with its role as such 2016 Agent, and the successor 2016 Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed 2016 Agent shall be fully paid. Every predecessor 2016 Agent shall deliver to its successor 2016 Agent all records of account, registration records, lists of applicable Registered Owners and all other records, documents and instruments relating to its duties as such 2016 Agent.

(iv) Any successor 2016 Agent appointed under the provisions hereof shall be a bank, trust company or national banking association having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

(v) Every successor 2016 Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor 2016 Agent and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor 2016 Agent, without any further act, shall become fully vested with all the rights, immunities and powers, and subject to all the duties and obligations, of its predecessor.

(vi) Should any transfer, assignment or instrument in writing be required by any successor 2016 Agent from the City to more fully and certainly vest in such successor 2016 Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor 2016 Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the City.

(vii) The City will provide any successor 2016 with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the Bonds.

(viii) All duties and obligations imposed hereby on a 2016 Agent or successor 2016 Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by the Bond Resolution.

(e) Any corporation or association into which a 2016 Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor 2016 Agent hereunder and vested with all the powers, discretion, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the City or the successor 2016 Agent, anything herein to the contrary notwithstanding, provided only that such successor 2016 Agent shall be satisfactory to the City and eligible under the provisions of Section 6(d)(iv) hereof.

**SECTION 7.** The Bonds shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by the Bond Resolution:

[remainder of page left blank intentionally]

[2016 BOND FORM]

*Unless this 2016 Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent or its agent for registration of transfer, exchange, or payment, and any 2016 Bond is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), **ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL** inasmuch as the registered owner hereof, Cede & Co., has an interest herein.*

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF HATTIESBURG

TAXABLE TAX INCREMENT LIMITED OBLIGATION BOND

SERIES 2016

(WHISPERING PINES RETIREMENT COMMUNITY PROJECT)

NO. \_\_\_\_\_

\$ \_\_\_\_\_

Rate of Interest

Maturity

Date of Original Issue

CUSIP NO.

\_\_\_\_\_, 2016

Registered Owner:

Principal Amount:

DOLLARS

The City of Hattiesburg, State of Mississippi (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this 2016 Bond, at the principal office of \_\_\_\_\_, \_\_\_\_\_, or its successor, as paying agent (the "Paying Agent") for the Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) (the "Bonds"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this 2016 Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by \_\_\_\_\_, \_\_\_\_\_, or its successor, as transfer agent for the Bonds (the "Transfer Agent"), as of the 15th day of the calendar month preceding the maturity date hereof.

Capitalized terms not defined herein shall be as defined in the Bond Resolution, as hereinafter defined.

The City further promises to pay interest on such principal amount from the date of this 2016 Bond or from the most recent Interest Payment Date to which interest has been paid, on April 1 and October 1 of each year (each a "Interest Payment Date"), in the amounts and at the rate or rates specified in the Bond Purchase Agreement, until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the 15th day of the calendar month preceding the applicable Interest Payment Date.

Payments of principal of and interest on this 2016 Bond shall be made by check or draft mailed on each Interest Payment Date to such Registered Owner at his address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date.

This 2016 Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized principal amount of Not to Exceed Seven Million Dollars (\$7,000,000) to raise money for the purpose of paying the costs of constructing the Infrastructure Improvements, funding the 2016 Bonds Reserve Fund and paying costs of issuance for the Bonds (as hereinafter defined).

This 2016 Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-45-1 through 21-45-21, Mississippi Code of 1972, as amended and/or supplemented from time to time, and by the further authority of proceedings duly had by the Governing Body of the City, including a resolution adopted on \_\_\_\_\_, 2016 (the "Bond Resolution").

The Bonds are subject to mandatory redemption on any Interest Payment Date, in inverse order of maturity, from funds transferred to the 2016 Bond Fund from the 2016 Construction Fund representing excess funds not utilized for the Infrastructure Improvements remaining in the 2016 Construction Fund; provided, however, if the moneys transferred from the 2016 Construction Fund to the 2016 Bond Fund total less than \$1,000, such moneys shall be used on the following Interest Payment Date for the Bonds to pay interest or principal and interest due on the Bonds.

The Bonds are subject to optional redemption prior to their stated dates of maturity to the extent provided in the Bond Purchase Agreement.

Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days (or such shorter period approved by the Registered Owners) and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the

right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

The Bonds are registered as to both principal and interest. The Bonds are to be issued or reissued in the denomination of \$1,000 each, or integral multiples thereof up to the amount of a single maturity.

This 2016 Bond may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Transfer Agent, but only in the manner, subject to the limitations in the Bond Resolution, and upon surrender and cancellation of this 2016 Bond. Upon such transfer or exchange, a new 2016 Bond or Bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued.

The City and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds are and will continue to be payable as to principal and interest out of and secured by the incremental increase in the ad valorem tax revenues generated by the ad valorem tax levied by the City and Forrest County, Mississippi ("Forrest County"), on the real and personal property thereon that constitutes a part of the Redevelopment Project and District Property. **THE BONDS WILL CONSTITUTE LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE TAX INCREMENT, AS HEREINAFTER DEFINED, AND FROM OTHER MONIES PLEDGED THEREFOR. NEITHER THE FAITH, CREDIT, OR TAXING POWER OF THE CITY NOR THE FAITH, CREDIT, OR TAXING POWER OF THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS.**

The City has further pledged funds available in the 2016 Bonds Reserve Fund.

"Captured Assessed Value" shall mean the incremental increase in assessed value of the real property, including improvements thereon, located within the District Property when the Original Assessed Value is subtracted from the Current Assessed Value as of January 1, 2016, and each January 1 thereafter, all as set forth in the annual Assessment Certificate of each the Forrest County Tax Assessor and/or the Clerk of the City.

"Current Assessed Value" shall mean the estimated true value of the Redevelopment Project and all improvement thereon that constitute real property and personal property as determined by the Forrest County Tax Assessor as of January 1, 2016, and on each January 1 thereafter, said determination being made pursuant to information made available to the Forrest County Tax Assessor by the owner of Redevelopment Project and the District Property.

"Developer's Project" shall mean the redevelopment of a high-quality continuing care retirement community with additional supporting commercial, retail, and medical service providers on

the Highway 11 corridor in Hattiesburg, Mississippi, consisting of four phases which include (Phase I) 44 assisted living units, 14 memory care units, with room for future expansion, and 12 independent living units, (Phase II) 120 bed nursing home, (Phase III) a large apartment complex and (Phase IV) approximately 100,000 square feet of commercial space, Phase I, II and III being all located on approximately 28.75± acres within the City, and Phase IV being located on the remaining 23.24± acres, as more particularly described in EXHIBIT A of the City's Tax Increment Financing Plan.

"District Property" or "Tax Increment Financing District" shall mean the real property, including improvements thereon located within the City and Forrest County as more fully described and identified in the City's Tax Increment Financing Plan as the "TIF District."

"Infrastructure Improvements" shall mean and include, but are not limited to, installation of utilities such as water, sanitary sewer and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curbs and gutters parking, sidewalks; installation of traffic signalization and signage; grading; lighting and landscaping of rights-of-way; purchase of rights-of-way and other property necessary for the installation of the infrastructure and other improvements described hereinabove; capitalized interest; and other related expenses such as engineering; all expenses in connection with the authorization, sale, and issuance of bonds, or indebtedness; TIF plan preparation fees and other incidental related costs; and related professional fees.

"Original Assessed Value" shall mean the assessed value of the real and personal property, located within the TIF District Property, as of the September, 2012 tax lien date as certified by the Forrest County Tax Assessor and/or the Clerk of the City and as defined in Section 21-45-21 of the Act.

"Redevelopment Project" shall mean the Developer's Project and the Infrastructure Improvements.

"Tax Increment" shall mean the added increments of City ad valorem tax revenue and Forrest County ad valorem tax revenue resulting from the taxation of the Captured Assessed Value of the real and personal property contained within the District Property and forming a part of the Redevelopment Project (excluding ad valorem taxes for school district purposes), which shall be necessary and sufficient to pay the principal of and interest on the Bonds and any future series of bonds issued by the City for the Redevelopment Project together with the annual fees and expenses of the Paying Agent.

"Tax Increment Surplus" shall mean the remainder of the Tax Increment after deducting amounts necessary to pay the debt service on the Bonds, pay the annual fees and expenses of the Paying Agent and fund any shortfall in the 2016 Debt Service Reserve Requirement; provided however, if the balance in the 2016 Bonds Reserve Fund equals the 2016 Debt Service Reserve Requirement such Tax Increment Surplus shall be deposited in the Tax Increment Surplus Fund and used pursuant to the provisions of Section 15 of the Bond Resolution.

"2016 Bonds Reserve Fund" shall mean that debt service reserve fund into which the City will deposit proceeds of the Bonds representing an amount equal to the 2016 Debt Service Reserve Requirement and in addition, subsequent to the closing, that portion of the Tax Increment Surplus



necessary to provide funds sufficient in the aggregate to fund any shortfall in the 2016 Debt Service Reserve Requirement as such is provided for in Section 15 of the Bond Resolution.

"2016 Debt Service Reserve Requirement" shall mean fifty percent (50%) of the lesser of the following: (i) ten percent (10%) of the stated principal amount of the Bonds; (ii) the maximum annual principal and interest requirement for the Bonds, (iii) one hundred twenty-five percent (125%) of the average annual principal and interest payments on the Bonds, or (iv) such amount requested by the Underwriter for the Bonds, or if such issue of Bonds has more than a *de minimis* amount (as defined in Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, ten percent (10%) of the issue price (as defined in Section 1.148-1(b) of the Treasury Regulations).

This 2016 Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

**IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED** that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds, in order to make the same legal and binding limited obligations of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law.

**IN WITNESS WHEREOF**, the City has caused this 2016 Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal.

**CITY OF HATTIESBURG, MISSISSIPPI**

\_\_\_\_\_  
**Mayor**

**COUNTERSIGNED:**

\_\_\_\_\_  
**City Clerk**

**(seal)**

There shall be printed in the lower left portion of the face of, or attached to, the Bonds a registration and authentication certificate in substantially the following form:

**CERTIFICATE OF REGISTRATION AND AUTHENTICATION**

This 2016 Bond is one of the Bonds described in the within mentioned Bond Resolution and is one of the City of Hattiesburg, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project).

\_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_ as  
Transfer Agent

BY: \_\_\_\_\_  
Authorized Officer

Date of Registration and Authentication: \_\_\_\_\_

There shall be printed on the reverse of, or attached to, the Bonds a registration [and validation] certificate and an assignment form in substantially the following form:

**REGISTRATION [AND VALIDATION] CERTIFICATE**

**STATE OF MISSISSIPPI**

**COUNTY OF FORREST**

**CITY OF HATTIESBURG**

I, the undersigned City Clerk of the City of Hattiesburg, Mississippi, do hereby certify that the within 2016 Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose[, and has been validated and confirmed by Decree of the Chancery Court of Forrest County, Mississippi, rendered on the \_\_\_\_ day of \_\_\_\_\_, 2016].

\_\_\_\_\_

(seal)

**ASSIGNMENT**

**FOR VALUE RECEIVED,** the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

the within 2016 Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_,  
\_\_\_\_\_, Mississippi, as Transfer Agent to transfer the said 2016 Bond on the records kept  
for registration thereof with full power of substitution in the premises.

\_\_\_\_\_  
**NOTICE:** The signature to this Assignment must  
correspond with the name of the Registered Owner as it  
appears upon the face of the within 2016 Bond in every  
particular, without any alteration whatever.

Signatures guaranteed:

\_\_\_\_\_  
**NOTICE:** Signature(s) must be guaranteed by an  
approved eligible guarantor institution, an  
institution that is a participant in a Securities  
Transfer Association recognized signature  
guarantee program.

\_\_\_\_\_  
(Authorized Officer)

Date of Assignment: \_\_\_\_\_

Insert Social Security Number or Other

Tax Identification Number of Assignee: \_\_\_\_\_

**[END OF 2016 BOND FORM]**

In case any 2016 Bond shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new 2016 Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated 2016 Bond, or in lieu of and in substitution for such 2016 Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a 2016 Bond stolen, destroyed or lost, his filing with the City or Transfer Agent evidence satisfactory to them that such 2016 Bond was stolen, destroyed or lost, and of his ownership thereof, and furnishing the City or Transfer Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

**SECTION 8.** For the purpose of effectuating and providing for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing tax upon all of the taxable real and personal property of the City and Forrest County within the geographical limits of the District Property, as agreed pursuant to the Interlocal Agreement. All or any portion of the receipts from the levy and collection of said ad valorem tax shall be withheld by the tax collector of each the City, and/or by any other tax collecting agency authorized by law for the collection of said taxes, who shall pay over all such Tax Increment to the Clerk to the credit of the 2016 Bond Fund created pursuant to Section 13 hereof and to the 2016 Bonds Reserve Fund that portion representing Tax Increment Surplus necessary to fund any deficiency in the 2016 Debt Service Reserve Requirement for the 2016 Bonds Reserve Fund, all as further provided in Section 15. Any such moneys so paid to the Clerk to the credit of the 2016 Bond Fund shall be expended only as provided in Section 13 hereof. The Tax Increment Surplus, if any, shall be transferred to the Tax Increment Surplus Fund for use as set forth in Section 15.

**SECTION 9.** Only such of the Bonds as shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall be entitled to the rights, benefits and security of the Bond Resolution. No 2016 Bond shall be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under the Bond Resolution. The Transfer Agent's certificate of registration and authentication on any 2016 Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent but it shall not be necessary that the same officer sign said certificate on all of the Bonds that may be issued hereunder at any one time.

**SECTION 10.** In the event the Underwriter shall fail to designate the names, addresses and social security or tax identification numbers of the Registered Owners of the Bonds, within thirty (30) days of the date of sale, or at such other later date as may be designated by the City, one 2016 Bond registered in the name of the Underwriter may be issued in the full amount for each maturity. Ownership of the Bonds shall be in the Underwriter until the initial Registered Owner has made timely payment and, upon request of the Underwriter within a reasonable time of the initial delivery of the Bonds, the Transfer Agent shall re-register any such 2016 Bond upon its records in the name of the Registered Owner to be designated by the Underwriter in the event timely payment has not been made by the initial Registered Owner.

**SECTION 11.** Except as hereinabove provided, the Person in whose name any 2016 Bond shall be registered in the records of the City maintained by the Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any 2016 Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such 2016 Bond to the extent of the sum or sums so paid.

**SECTION 12.** (a) Each 2016 Bond shall be transferable only in the records of the City, upon surrender thereof at the office of the Transfer Agent together with a written instrument of transfer satisfactory to the Transfer Agent, duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any 2016 Bond, the City, acting through its Transfer Agent, shall issue in the name of the transferee a new 2016 Bond or Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered 2016 Bond or Bonds.

(b) In all cases in which the privilege of transferring Bonds is exercised, the Transfer Agent shall authenticate and deliver Bonds in accordance with the provisions of the Bond Resolution.

**SECTION 13.** (a) The City hereby establishes the 2016 Bond Fund for the Bonds which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the Bonds, and the payment of 2016 Agents' fees in connection therewith. There shall be deposited into the 2016 Bond Fund as and when received:

- (i) The accrued interest and premium, if any, received upon delivery of the Bonds;
- (ii) The avails of any of the ad valorem taxes collected pursuant to Section 8 hereof subject to the limitation as described in sub-section (b) below;
- (iii) Funds transferred from the 2016 Bonds Reserve Fund pursuant to sub-section (b) below;
- (iv) Any income received from investment of monies in the 2016 Bond Fund; and
- (v) Any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the 2016 Bond Fund.

(b) The Clerk shall deposit all moneys, including but not limited to the Tax Increment portion of the receipts, but excluding the proceeds of the Bonds to be deposited in the 2016 Construction Fund, the 2016 Bonds Reserve Fund and the Tax Increment Surplus, into the 2016 Bond Fund. The City shall deposit in the 2016 Bond Fund an amount equal to the amount necessary to make each principal and interest payment together with the annual fees and expenses of the Paying Agent. The source of such funds shall be limited to the Tax Increment portion of the ad valorem tax receipts and the 2016 Bonds Reserve Fund. The City shall first apply the Tax Increment to the payment of the Bonds.

(c) As long as any principal of and interest on the Bonds remains outstanding, the Clerk is hereby irrevocably authorized and directed to withdraw from the 2016 Bond Fund sufficient monies to make the payments herein provided for and to transfer same to the account of the Paying Agent in time to reach said Paying Agent at least five (5) days prior to the date on which said interest or principal and interest shall become due.

**SECTION 14.** The City hereby establishes the 2016 Construction Fund which shall be held by the City and maintained with a qualified depository. The principal proceeds received upon the sale of the Bonds, shall be deposited in the 2016 Construction Fund including costs of issuance funds. Any income received from investment of monies in the 2016 Construction Fund shall be deposited in the 2016 Construction Fund or to the 2016 Bond Fund to pay interest on the Bonds during the construction period for the Infrastructure Improvements. From the 2016 Construction Fund there shall be first paid the costs, fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation, if applicable, and delivery of the Bonds. Any amounts which remain in the 2016 Construction Fund in amount of \$1,000 or integral multiples thereof after the completion of the Infrastructure Improvements shall be transferred to the 2016 Bond Fund and used for the mandatory redemption of Bonds as set forth herein and any amount which remain on deposit in the 2016 Construction Fund which is less than \$1,000 shall be deposited to the 2016 Bond Fund and used as permitted under State law.

**SECTION 15. (a)** The City hereby establishes the 2016 Bonds Reserve Fund which shall be maintained by the City with a qualified depository. The City shall deposit into the 2016 Bonds Reserve Fund funds as follows: (i) a portion of the proceeds of the Bonds designated on the date of delivery of the Bonds; and (ii) funds identified as the Tax Increment Surplus to meet any deficiency in the 2016 Debt Service Reserve Requirement. On or before five days prior to each Interest Payment Date for the Bonds, the City shall transfer monies to the 2016 Bond Fund to the extent there are insufficient funds deposited therein pursuant to Section 13 to make the debt service payment for the Bonds on the next Interest Payment Date for the Bonds.

(b) The City hereby establishes the Tax Increment Surplus Fund which shall be maintained by the City with a qualified depository. The City shall deposit into the Tax Increment Surplus Fund all funds identified as the Tax Increment Surplus to the extent said funds are not required to meet any deficiency in (i) Tax Increment necessary to make payments on the Bonds on any Interest Payment Date and to the Paying Agent and (ii) in the 2016 Debt Service Reserve Requirement.

**SECTION 16. (a)** Payment of principal on the Bonds shall be made, upon presentation and surrender of the Bonds at the principal office of the Paying Agent to the Record Date Registered Owner thereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date for the Bonds.

(b) Payment of each installment of interest on the Bonds shall be made to the Record Date Registered Owner thereof whose name shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date for the Bonds. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of such 2016 Bond subsequent to the Record Date for the Bonds and prior to the due date of the interest.

(c) Principal of and interest on the Bonds shall be paid by check or draft mailed on the Interest Payment Date for the Bonds to Registered Owners of the Bonds at the addresses appearing in the registration records of the Transfer Agent. Any such address may be changed by written notice from the Registered Owner of the Bonds to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date for the Bonds to be effective as of such date.

**SECTION 17.** The Bonds may be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the Clerk, if applicable, is hereby directed to make up a transcript of all legal papers and proceedings relating to the Bonds and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings in Forrest County, Mississippi.

**SECTION 18.** Based on existing statutes, rulings and court decisions and assuming, among other matters, compliance with certain covenants, the interest on the Bonds is includable for purposes of federal income taxation. Under existing law, interest on the Bonds is excludable from present taxes imposed by the State.

**SECTION 19.** Each of the following constitutes an event of default under the Bond Resolution:

(a) failure by the City to pay any installment of principal of or interest on any 2016 Bond at the time required;

(b) failure by the City to perform or observe any other covenant, agreement or condition on its part contained in the Bond Resolution (other than the covenants contained in Section 21 hereof) or in the Bonds, and the continuance thereof for a period of thirty (30) days after written notice thereof to the City by the Registered Owners of not less than ten percent (10%) in principal amount of the then outstanding Bonds; or

(c) an Act of Bankruptcy occurs.

**SECTION 20.** That the Governing Body of the City hereby authorizes the negotiation of the sale of the Bonds to a to-be-determined Underwriter and authorizes the execution by the Mayor and Clerk of the City of the 2016 Proposal for and on behalf of the City, based on the recommendation of Butler Snow LLP, Ridgeland, Mississippi, as Bond Counsel, and Government Consultants, Inc., as Financial Advisor, and provided that the following parameters are met: (1) the par amount of the Bonds will not exceed \$7,000,000; (2) the net interest cost of not more than six and five-tenths percent (6.5%) for the Bonds; (3) the Bonds will mature no later than fifteen years from their respective date of delivery; and (4) terms and provisions of the Bonds in compliance with the Act.

**SECTION 21.** The Mayor and Clerk are hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to pay on the Closing Date of the Bonds the costs of issuance of said Bonds; provided, however, the aggregate total costs of issuance for said Bonds shall not exceed six percent (6%) of the par amount of the Bonds.



**SECTION 22.** The Mayor, the Clerk and any other Authorized Officers of the Governing Body are authorized to execute and deliver such resolutions, certificates and other documents as are required for the sale, issuance, validation, if applicable, and delivery of the Bonds.

**SECTION 23.** All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof.

The above and foregoing Bond Resolution, after having been first reduced to writing, was introduced by Councilman Carroll, seconded by Councilman Naylor and was adopted by the following roll call vote, to wit:

**YEAS:** Bradley  
Delgado  
Carroll  
Dryden  
Naylor

**NAYS:** None

**ABSENT:**

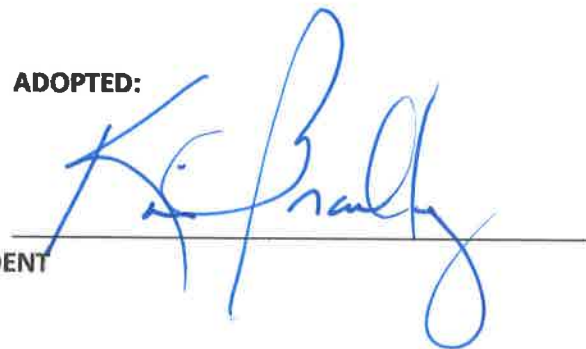
The President thereby declared the motion carried and the Bond Resolution adopted, this the 5<sup>th</sup> day of April, 2016.

(SEAL)

**ATTEST:**

  
**CLERK OF COUNCIL**

**ADOPTED:**

  
**PRESIDENT**

The above and foregoing Bond Resolution having been submitted to and approved by the Mayor, this the 5<sup>th</sup> day of April, 2016.

  
**CITY CLERK**

  
**MAYOR**



# City of Hattiesburg, MS

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

## Master

**File Number: 2016-2577**

**File ID:** 2016-2577

**Type:** Resolution

**Status:** Passed

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 03/30/2016

**Brief Title:** Resolution Preliminary official statement

**Final Action:** 04/05/2016

**Minute Book Number:** MB2016-90-91

**Title:**

Adopt a resolution authorizing and ratifying the signing of and distribution of a preliminary official statement for the sale of Taxable Tax Increment Limited Obligation Bonds, series 2016 ( Whispering Pines Retirement Community Project), of the City of Hattiesburg, Mississippi, in the principal amount of not to exceed Seven Million Dollars (\$7,000,000.00) (The Bonds) approving and authorizing the form of, execution of and distribution of an official statement pertaining to the bonds; authorizing and approving the form of and execution of a continuing disclosure certificate;and authorizing and approving the form of and execution of the bond purchase agreement for the sale of bonds.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Reso-POS, executed Reso-POS RES#2016-53

**Enactment Number:**

**Contact:**

**Meeting Date:**

**Drafter:** Kermas Eaton

**Effective Date:**

### History of Legislative File

| Ver-<br>sion: | Acting Body: | Date:      | Action: | Sent To: | Due Date: | Return<br>Date: | Result: |
|---------------|--------------|------------|---------|----------|-----------|-----------------|---------|
| 1             | City Council | 04/05/2016 | Adopt   |          |           |                 | Pass    |

**Action Text:** A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt a resolution authorizing and ratifying the signing of and distribution of a preliminary official statement for the sale of Taxable Tax Increment Limited Obligation Bonds, series 2016 ( Whispering Pines Retirement Community Project), of the City of Hattiesburg, Mississippi, in the principal amount of not to exceed Seven Million Dollars (\$7,000,000.00) (The Bonds) approving and authorizing the form of, execution of and distribution of an official statement pertaining to the bonds; authorizing and approving the form of and execution of a continuing disclosure certificate;and authorizing and approving the form of and execution of the bond purchase agreement for the sale of bonds.

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea: 5 Council Member Bradley  
Council Member Delgado  
Council Member Carroll  
Council Member Dryden  
Council Member Naylor

TEL-No Vote: 0

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## **Text of Legislative File 2016-2577**

### **Title**

Adopt a resolution authorizing and ratifying the signing of and distribution of a preliminary official statement for the sale of Taxable Tax Increment Limited Obligation Bonds, series 2016 ( Whispering Pines Retirement Community Project), of the City of Hattiesburg, Mississippi, in the principal amount of not to exceed Seven Million Dollars (\$7,000,000.00) (The Bonds) approving and authorizing the form of, execution of and distribution of an official statement pertaining to the bonds; authorizing and approving the form of and execution of a continuing disclosure certificate;and authorizing and approving the form of and execution of the bond purchase agreement for the sale of bonds.

### **Summary**

Resolution Bond purchase agreement.

### **Budget Information**

### **Expenditure Type**

### **Purchasing Item**

### **Publication Information**

**RESOLUTION AUTHORIZING AND RATIFYING THE SIGNING OF AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT FOR THE SALE OF TAXABLE TAX INCREMENT LIMITED OBLIGATION BONDS, SERIES 2016 (WHISPERING PINES RETIREMENT COMMUNITY PROJECT), OF THE CITY OF HATTIESBURG, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED SEVEN MILLION DOLLARS(\$7,000,000) (THE "BONDS"); APPROVING AND AUTHORIZING THE FORM OF, EXECUTION OF AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING TO THE BONDS; AUTHORIZING AND APPROVING THE FORM OF AND EXECUTION OF A CONTINUING DISCLOSURE CERTIFICATE; AND AUTHORIZING AND APPROVING THE FORM OF AND EXECUTION OF THE BOND PURCHASE AGREEMENT FOR THE SALE OF THE BONDS.**

**WHEREAS**, the Mayor and City Council (the "Governing Body") of the City of Hattiesburg, Mississippi (the "City"), acting for and on behalf of the City, hereby desire to negotiate the terms of the sale of its not to exceed \$7,000,000 Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) (the "Bonds"), with Duncan-Williams, Inc., Memphis, Tennessee (the "Underwriter"), and in connection therewith to authorize the form of and distribution of a preliminary official statement for the sale of the Bonds pursuant to the terms of a Bond Purchase Agreement (the "BPA"); and

**WHEREAS**, the Governing Body desires to approve the form of, execution of and distribution of a preliminary official statement (the "Preliminary Official Statement") for the sale of the Bonds and to approve the form of and execution of the BPA in connection with the sale of the Bonds; and

**WHEREAS**, it is necessary to approve the form of, execution of and distribution of an Official Statement, to be dated the date of the sale of the Bonds (the "Official Statement"); and

**WHEREAS**, the Governing Body desires to authorize the Mayor and City Clerk, as applicable, to execute the Continuing Disclosure Certificate contained in the Preliminary Official Statement in connection with the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12, as amended (the "Rule"); and

**WHEREAS**, if in the opinion of the City, the Underwriter and Butler Snow LLP, Ridgeland, Mississippi, as Bond Counsel (the "Bond Counsel"), a supplement or amendment to the Preliminary Official Statement and/or Official Statement is necessary to provide proper disclosure for the Bonds, the Governing Body of the City desires to authorize (a) the Bond Counsel acting as disclosure counsel to prepare such supplement or amendment to the Preliminary Official Statement and/or the Official Statement in a form and in a manner approved by the Bond Counsel acting as disclosure counsel, and (b) the Bond Counsel and/or the Underwriter for the Bonds to provide distribution of such supplement or amendment to the Preliminary Official Statement and/or Official Statement, as the case may be, in connection with the sale of the Bonds.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body, acting for and on behalf of the City, as follows:

**SECTION 1.** That the Governing Body of the City hereby approves and adopts the Preliminary Official Statement for the sale of the Bonds in the form attached hereto as **EXHIBIT A**, and hereby authorize the Mayor and City Clerk to sign a Preliminary Official Statement in substantially the same form for and on behalf of said Governing Body.

**SECTION 2.** That the Governing Body of the City hereby approves the form of and execution of the BPA for the sale of the Bonds in the form attached hereto as **EXHIBIT B**, and hereby authorize the Mayor and City Clerk to sign the BPA in substantially the same form for and on behalf of said Governing Body with such changes and revisions as approved by the Mayor and City Clerk, if applicable, the execution of the BPA being evidence of such approval.

**SECTION 3.** The City deems the Preliminary Official Statement to be "final" as described in SEC Rule 15c2-12(b)(1) (the "Rule") for the purposes of such Rule.

**SECTION 4.** That the distribution of copies of said Preliminary Official Statement to prospective purchasers of the Bonds is hereby authorized and ratified.

**SECTION 5.** That the Governing Body authorizes the Mayor and City Clerk, as applicable, to execute the Continuing Disclosure Certificate contained in the Preliminary Official Statement in connection with the continuing disclosure requirements of the Rule.

**SECTION 6.** Upon the sale of the Bonds, the Mayor and City Clerk, as applicable, of the City are hereby authorized and directed to cause to be prepared and to execute a final Official Statement in connection with the Bonds in substantially the form of the Preliminary Official Statement, subject to minor amendments and supplement as approved by the Mayor and the City Clerk, as applicable, of the City, executing same (the execution thereof shall constitute approval of any such completions, changes, insertions and modifications).

**SECTION 7.** If in the opinion of the City, the Underwriter and Bond Counsel, a supplement or amendment to the Preliminary Official Statement and/or Official Statement is necessary to provide proper disclosure for the Bonds, the Governing Body of the City hereby authorizes (a) the Bond Counsel acting as disclosure counsel to prepare such supplement or amendment to the Preliminary Official Statement and/or the Official Statement in a form and in a manner approved by the Bond Counsel acting as disclosure counsel, and (b) the Bond Counsel and/or the Underwriter of the Bonds to provide distribution of such supplement or amendment to the Preliminary Official Statement and/or Official Statement, as the case may be, in connection with the sale of the 2016.

**SECTION 8.** All orders, resolutions or proceedings of the Governing Body in conflict with the provisions of this resolution shall be and are hereby repealed, rescinded and set aside, but only to the extent of such conflict.

**SECTION 9.** For cause, this resolution shall become effective immediately upon the adoption thereof.

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

**YEAS:**

**NAYS:**

**ABSENT:**

The President thereby declared the motion carried and the resolution adopted, this the \_\_ day of \_\_\_\_\_, 2016.

**(SEAL)**

**ATTEST:**

**ADOPTED:**

---

**CLERK OF COUNCIL**

---

**PRESIDENT**

The above and foregoing resolution having been submitted to and approved by the Mayor, this the \_\_ day of \_\_\_\_\_, 2016.

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**CITY CLERK**

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**MAYOR**



**EXHIBIT A**

**FORM OF PRELIMINARY OFFICIAL STATEMENT**

**NEW ISSUE-BOOK ENTRY****NON-RATED**

*In the opinion of Butler Snow LLP, Bond Counsel, interest on the Bonds (as defined herein) should be treated as includable in gross income of the holders thereof for federal income tax purposes. Bond Counsel is further of the opinion that under and pursuant to the Act (as defined herein), the Bonds and interest thereon are exempt from all income taxes imposed by the State of Mississippi.*

\$ \_\_\_\_\_.

**CITY OF HATTIESBURG, MISSISSIPPI  
TAXABLE TAX INCREMENT LIMITED OBLIGATION BONDS, SERIES 2016  
(WHISPERING PINES RETIREMENT COMMUNITY PROJECT)**

**Dated: Date of delivery****Due: \_\_\_\_\_ 1, as shown on  
inside of front cover**

The \$ \_\_\_\_\_ City of Hattiesburg, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) (the "Bonds"), will be payable as to principal annually beginning on \_\_\_\_\_ 1, 20\_\_\_\_, and will be payable as to interest semi-annually on April 1 and October 1 of each year (each a "Payment Date"), commencing \_\_\_\_\_ 1, 20\_\_\_\_, by check or draft mailed to the registered holder of each of the Bonds by \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, paying agent for the Bonds. The Bonds will be issuable only in the form of fully registered bonds without coupons in the denomination of \$1,000 or any integral multiple thereof.

The Bonds are issuable as fully registered instruments and will be initially issued only in book-entry form, under a book-entry system (described herein) in which The Depository Trust Company (DTC) is the securities depository for the Bonds, to the nominee of DTC (Cede & CO.), with no physical delivery of Bond certificates to the purchasers thereof. Principal and interest payments on the Bonds will be paid to the DTC nominee, which will distribute such payments to the participating members of DTC for subsequent remittance to the owners of the beneficial interest in the Bonds. Such beneficial owners will be permitted to exercise the rights of holders of Bonds only indirectly through DTC and its participating members.

The Bonds will be limited obligations of the City, and together with any Additional Bonds, as herein defined, will be secured by: (ii) the incremental increase in the ad valorem tax revenues generated by the ad valorem tax levied by the City on the real and personal property that constitutes a part of the Redevelopment Project, as herein defined, and (ii) the incremental increase in the ad valorem tax revenues generated by the ad valorem tax levied by Forrest County, Mississippi ("Forrest County") on the real and personal property that constitutes a part of the Redevelopment Project and diverted to the City pursuant to the Interlocal Agreement, as defined herein, all as described in the Tax Increment Financing Plan, Whispering Pines Retirement Community Project, Hattiesburg, Mississippi 2012, adopted September 18, 2012, as amended by the First Addendum to City of Hattiesburg, Mississippi Tax Increment Financing Plan (Whispering Pines Retirement Community Project) 2012, as may be amended from time to time, adopted on March 18, 2013 (see "THE BONDS - Security" herein).

The Bonds will be further secured by the funds on deposit in the 2016 Bonds Reserve Fund, all as defined and described herein.

The Bonds will mature in the years and principal amounts as set forth on the inside cover.

The Bonds will be subject to redemption as set forth herein under "THE BONDS - Redemption/Notice" herein.

**This cover page contains certain information for quick reference only. It is *not* a summary of the issue. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision.**

The Bonds will be offered by the City when, as and if issued and received by Duncan-Williams, Inc., Memphis, Tennessee (the "Underwriter"), subject to the approval of the validity thereof by Butler Snow LLP, Bond Counsel. Certain legal matters will be passed upon for the City by its counsel, Amos Law Offices, PLLC, Hattiesburg, Mississippi. It is expected that the Bonds in definitive form will be available for delivery on or about \_\_\_\_\_, 2016.



DUNCAN - WILLIAMS, INC.

The date of this Official Statement is \_\_\_\_\_, 2016.

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1)). This Preliminary Official Statement and the information contained herein are subject to revision, completion or amendment in the final Official Statement. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

**EXHIBIT B**

**FORM OF BPA**

**Maturity Schedule<sup>1</sup>**  
**Bonds**

| <u>YEAR OF</u><br><u>MATURITY</u> | <u>PRINCIPAL</u><br><u>AMOUNT</u> | <u>INTEREST</u><br><u>RATE</u> | <u>PRICE</u><br><u>OR</u><br><u>YIELD</u> | <u>CUSIP</u><br><u>NUMBER</u> <sup>2</sup> | <u>YEAR OF</u><br><u>MATURITY</u> | <u>PRINCIPAL</u><br><u>AMOUNT</u> | <u>INTEREST</u><br><u>RATE</u> | <u>PRICE</u><br><u>OR</u><br><u>YIELD</u> | <u>CUSIP</u><br><u>NUMBER</u> <sup>2</sup> |
|-----------------------------------|-----------------------------------|--------------------------------|-------------------------------------------|--------------------------------------------|-----------------------------------|-----------------------------------|--------------------------------|-------------------------------------------|--------------------------------------------|
| 2016                              |                                   | ____%                          | ____%                                     |                                            | 2024                              |                                   | ____%                          | ____%                                     |                                            |
| 2017                              |                                   | ____                           | ____                                      |                                            | 2025                              |                                   | ____                           | ____                                      |                                            |
| 2018                              |                                   | ____                           | ____                                      |                                            | 2026                              |                                   | ____                           | ____                                      |                                            |
| 2019                              |                                   | ____                           | ____                                      |                                            | 2027                              |                                   | ____                           | ____                                      |                                            |
| 2020                              |                                   | ____                           | ____                                      |                                            | 2028                              |                                   | ____                           | ____                                      |                                            |
| 2021                              |                                   | ____                           | ____                                      |                                            | 2029                              |                                   | ____                           | ____                                      |                                            |
| 2022                              |                                   | ____                           | ____                                      |                                            | 2030                              |                                   | ____                           | ____                                      |                                            |
| 2023                              |                                   | ____                           | ____                                      |                                            |                                   |                                   |                                |                                           |                                            |

<sup>1</sup> Preliminary, subject to change.

<sup>2</sup> CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by Standard and Poor's CUSIP Service Bureau. A Division of McGraw-Hill Companies, Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services.

**NO DEALER, BROKER, SALESMAN OR OTHER PERSON HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATIONS WITH RESPECT TO THE BONDS OTHER THAN IS CONTAINED IN THIS OFFICIAL STATEMENT AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY THE BONDS IN ANY JURISDICTION TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN SUCH JURISDICTION. WHILE ALL INFORMATION HAS BEEN SECURED FROM SOURCES WHICH ARE BELIEVED TO BE RELIABLE, ALL PARTIES PREPARING AND DISTRIBUTING THE OFFICIAL STATEMENT MAKE NO GUARANTEE OR WARRANTY RELATING THERETO. ALL OPINIONS, INSTRUMENTS OR ASSUMPTIONS, WHETHER OR NOT EXPRESSLY IDENTIFIED, ARE INTENDED AS SUCH AND NOT AS REPRESENTATIONS OF FACT. NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY SINCE THE DATE HEREOF.**

**THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFERING OF ANY SECURITY OTHER THAN THE ORIGINAL OFFERING OF THE BONDS IDENTIFIED ON THE COVER HEREOF.**

**UPON ISSUANCE, THE BONDS WILL NOT BE REGISTERED BY THE CITY UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW, AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER FEDERAL, STATE OR OTHER GOVERNMENTAL ENTITY OR AGENCY, OTHER THAN THE CITY (TO THE EXTENT DESCRIBED HEREIN), WILL HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT OR APPROVED THE BONDS FOR SALE.**

**THIS OFFICIAL STATEMENT IS NOT TO BE CONSTRUED AS A CONTRACT OR AGREEMENT BETWEEN THE CITY AND THE PURCHASERS OR HOLDERS OF THE BONDS. ALL ESTIMATES AND ASSUMPTIONS CONTAINED HEREIN ARE BELIEVED TO BE REASONABLE, BUT NO REPRESENTATION IS MADE THAT SUCH ESTIMATES OR ASSUMPTIONS ARE CORRECT OR WILL BE REALIZED.**

**[THIS PAGE LEFT BLANK INTENTIONALLY]**

**CITY OF HATTIESBURG, MISSISSIPPI**

***JOHNNY L. DUPREE***  
**MAYOR**

**CITY COUNCIL**

***KIM BRADLEY***  
***DEBORAH DENARD DELGADO***  
***CARTER CARROLL***  
***MARY DRYDEN***  
***HENRY E. NAYLOR***

***SHARON WAITS***  
**INTERIM CITY CLERK**

***AMOS LAW OFFICES, PLLC***  
***HATTIESBURG, MISSISSIPPI***  
**CITY ATTORNEY**

***GOVERNMENT CONSULTANTS, INC.***  
***JACKSON, MISSISSIPPI***  
**FINANCIAL ADVISOR**

***BUTLER SNOW LLP***  
***RIDGELAND, MISSISSIPPI***  
**BOND COUNSEL**

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## OFFICIAL STATEMENT

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### CITY OF HATTIESBURG, MISSISSIPPI TAXABLE TAX INCREMENT LIMITED OBLIGATION BONDS, SERIES 2016 (WHISPERING PINES RETIREMENT COMMUNITY PROJECT)

#### INTRODUCTORY STATEMENT

This Official Statement, including the cover page and APPENDICES A through F hereto, is furnished to prospective purchasers by the City of Hattiesburg, Mississippi (the "City"), in connection with the sale of the City's \$ \_\_\_\_\_\* Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) (the "Bonds") to be dated as of the date of delivery thereof.

The Bonds will be issued for the purpose of providing funds necessary to (i) raise money for the purpose of paying the costs of constructing the Infrastructure Improvements (as hereinafter defined), (ii) funding the debt service reserve fund, if applicable, and (iii) paying costs of issuance for the Bonds. See "THE BONDS – The Infrastructure Improvements" herein.

The Bonds will be issued by the City under the authority of the Constitution and laws of the State of Mississippi, including Sections 21-45-1 *et seq.* of the Mississippi Code of 1972, as amended and/or supplemented from time to time (the "Act"), and pursuant to certain resolutions of the Mayor and City Council, the governing body of the City (collectively, the "Resolutions"). **THE BONDS WILL CONSTITUTE LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE TAX INCREMENT, ALL AS HEREINAFTER DEFINED, AND FROM OTHER MONIES PLEDGED THEREFOR. NEITHER THE FAITH, CREDIT OR TAXING POWER OF THE CITY NOR THE FAITH, CREDIT, OR TAXING POWER OF THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS, INCLUDING FORREST COUNTY, MISSISSIPPI ("FORREST COUNTY") WITH RESPECT TO THE BONDS.** The pledge of ad valorem taxes to the payment of the principal of and interest on the Bonds will not include ad valorem taxation by the City and Forrest County for school district purposes.

The Bonds are further secured by the 2016 Bonds Reserve (see "THE BONDS – 2016 Bonds Reserve Fund" herein).

#### THE BONDS

##### General Description

The Bonds will be dated as of the date of delivery thereof, will bear interest at the respective rates shown on the inside of the cover page of this Official Statement, and will mature

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\* Preliminary, subject to change.

on \_\_\_\_\_ 1 in the respective principal amounts and years as shown on the inside of the cover page of this Official Statement.

The principal of and interest on the Bonds shall be payable at the principal corporate trust office of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the "Paying Agent"). Interest thereon will be payable on April 1 and October 1 of each year until maturity, commencing \_\_\_\_\_ 1, 20\_\_\_\_, by check mailed by the Paying Agent to the then registered owners of the Bonds. The Bonds will be issued in fully registered form in the denomination of \$1,000 each or any integral multiple thereof not to exceed an annual maturity. The principal on the Bonds shall be payable only upon presentation and surrender of the Bonds at the principal corporate trust office of the Paying Agent. Interest on the Bonds shall be remitted by the Paying Agent to the then registered owners of the Bonds at their respective addresses as shown on the registration records of the Paying Agent pertaining to the Bonds.

So long as DTC or its nominee is the registered owner of the Bonds, payments of the principal or, redemption premium, if any, and interest on the Bonds will be made directly by the Paying Agent by wire transfer of funds to Cede & Co., as nominee for DTC. Disbursement of such payments to the DTC Participants will be the sole responsibility of DTC, and the ultimate disbursement of such payments to the Beneficial Owners of the Bonds will be the responsibility of the DTC Participants and the Indirect Participants. (See the heading "Book-Entry Only System" herein below.)

#### **Authority for Issuance and Purpose**

The Mayor and City Council, acting for and on behalf of the City of Hattiesburg, Mississippi (the "Governing Body" of the "City"), being a public body corporate and politic and a municipality as defined in Title 21, Chapter 45, Section 3, Mississippi Code of 1972, as amended, is authorized and empowered by the Constitution and Statutes of the State of Mississippi, including the Act, to undertake and carry out redevelopment projects within an area determined by the Governing Body of the City to be in need of development and/or redevelopment and designated as appropriate for a redevelopment project, in accordance with redevelopment and tax increment financing plans adopted by the Governing Body of the City.

In order to facilitate the development of the City and as required by the Act, the Tax Increment Financing Redevelopment Plan of 1996 for the City of Hattiesburg, Mississippi, as may be amended from time to time (the "City Tax Increment Redevelopment Plan") has been adopted by the City, which City Tax Increment Redevelopment Plan constitutes a qualified plan under the Act. In order to facilitate the development of Forrest County and as required by the Act, the Tax Increment Financing Redevelopment Plan of 1996 for Forrest County, Mississippi, as may be amended from time to time (the "County Tax Increment Redevelopment Plan"), has been adopted by Forrest County, which County Tax Increment Redevelopment Plan constitutes a qualified plan under the Act.

In order to issue the Bonds pursuant to the City Tax Increment Redevelopment Plan and the Act, the City and Forrest County took the following actions:

- (a) The Governing Body of the City adopted a resolution declaring its intention to adopt the Tax Increment Financing Plan, Whispering Pines Retirement Community Project, Hattiesburg, Mississippi, 2012, on August 23, 2012 (the "City's Tax Increment Financing Plan"), for the Developer's Project and the Infrastructure Improvements (together, the "Redevelopment Project"), called for a public hearing to be held with respect to the City's Tax Increment Financing Plan, and gave notice of such public hearing by publication of said resolution in a newspaper having general circulation in the City, all as required by the Act. The Governing Body approved and adopted the City's Tax Increment Financing Plan on September 18, 2012, after conducting a public hearing as required by the Act.
- (b) Subsequently, the Governing Body of the City adopted a resolution to revise certain provisions of the City's Tax Increment Financing Plan in its First Addendum to City of Hattiesburg, Mississippi Tax Increment Financing Plan (Whispering Pines Retirement Community Project) 2012, on March 18, 2013 (the "First Addendum to the City's Tax Increment Financing Plan"), for the Redevelopment Project, after conducting a public hearing as required by the Act.
- (c) The Board of Supervisors of Forrest County adopted a resolution declaring its intention to adopt the Tax Increment Financing Plan, Whispering Pines Retirement Community Project, Forrest County, Mississippi, 2012, as may be amended from time to time, on August 23, 2012 (the "County's Tax Increment Financing Plan"), for the Redevelopment Project, called for a public hearing to be held with respect to the County's Tax Increment Financing Plan, and gave notice of such public hearing by publication of said resolution in a newspaper having general circulation in the County, all as required by the Act. The Board of Supervisors of Forrest County approved and adopted the County's Tax Increment Financing Plan on September 6, 2012, after conducting a public hearing as required by the Act.
- (d) The Governing Body of the City and the Board of Supervisors of Forrest County being authorized and empowered by the Constitution and statutes of the State of Mississippi, including the Act, will enter into the Interlocal Agreement, as hereinafter defined, to provide for the pledge of tax revenues derived from their respective ad valorem tax levies on the Captured Assessed Value (as defined in the Bond Resolution) of the real and personal property of the City and Forrest County comprising the Redevelopment Project to secure and provide for the payment of the principal of an interest on the Bonds, funding a 2016 Bonds Reserve Fund and paying certain fees and expenses of the Paying Agent all as set forth in the Bond Resolution. The Governing Body and the Board of Supervisors of the City and Forrest County, respectively, on February 2, 2016, and February 1, 2016, respectively, approved and adopted the Interlocal Agreement, by and between the City and Forrest County. The Interlocal Agreement provides that Forrest County will pledge, divert and pay to the City that portion of the Tax Increment (as defined in the Bond Resolution) collected by Forrest County sufficient to pay their portion of the debt service on the Bonds.

### **Additional Bonds**

The Governing Body of the City may authorize the issuance of additional bonds payable from the Tax Increment (the "Additional Bonds") pursuant to one or more resolutions of the

Governing Body (the "Supplemental Resolution") under the provisions of the Bond Resolution for purposes authorized under the Act; provided, however, the City shall obtain a certificate signed by the Forrest County Tax Assessor certifying to the amount of the Tax Increment for the calendar year preceding the issuance of such Additional Bonds and such Tax Increment, shall be sufficient to provide *at least 1.20 to 1 debt service coverage of the combined* annual debt service on the Bonds and such Additional Bonds. Such Additional Bonds shall comply with the terms and provisions of the Bond Resolution and shall be on parity with the Bonds with respect to the Tax Increment.

### **The Infrastructure Improvements**

A portion of the proceeds of the Bonds will finance certain infrastructure improvements, which may include, but are not necessarily limited to, installation of utilities such as water, sanitary sewer and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curbs and gutters parking, sidewalks; installation of traffic signalization and signage; grading; lighting and landscaping of rights-of-way; purchase of rights-of-way and other property necessary for the installation of the infrastructure and other improvements described hereinabove; capitalized interest; and other related expenses such as engineering; all expenses in connection with the authorization, sale, and issuance of bonds, or indebtedness; TIF plan preparation fees and other incidental related costs; and related professional fees. Certain of the Infrastructure Improvements will be dedicated to the City and available to the general public on a continuous basis and made available to the City for such purposes.

### **The Redevelopment Project**

The Redevelopment Project is more particularly described as follows: together (i) the redevelopment of a high-quality continuing care retirement community with additional supporting commercial, retail, and medical service providers on the Highway 11 corridor in Hattiesburg, Mississippi, consisting of four phases which include (Phase I) 44 assisted living units, 14 memory care units, with room for future expansion, and 12 independent living units, (Phase II) 120 bed nursing home, (Phase III) a large apartment complex and (Phase IV) approximately 100,000 square feet of commercial space, Phase I, II and III being all located on approximately 28.75± acres within the City, and Phase IV being located on the remaining 23.24± acres, as more particularly described in EXHIBIT A of the City's Tax Increment Financing Plan; and (ii) the Infrastructure Improvements.

The Developer's Project is currently at \_\_\_% occupancy (see "APPENDIX A - REDEVELOPMENT PROJECT SITE MAP" herein). The owner of the Developer's Project is Whispering Pines Retirement Community, LLC, a Mississippi limited liability company.

### **Security**

For the purpose of effecting and providing for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue, fund any shortfall in the 2016

Bonds Reserve Fund and paying the fees and expenses of the Paying Agent pursuant to the Bond Resolution, there have been irrevocably pledged the avails of the Tax Increment (as hereinafter defined), and the amounts held on behalf of the City in the funds and accounts established in the Bond Resolution described as follows: (i) City of Hattiesburg, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) 2016 Construction Fund (the "2016 Construction Fund"), which fund is being utilized to acquire the Infrastructure Improvements of the Redevelopment Project, (ii) 2016 Bonds Reserve Fund, (iii) Tax Increment Surplus Fund, as hereinafter defined, and (iv) City of Hattiesburg, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) 2016 Bond Fund (the "2016 Bond Fund"). Should there be a failure in any year to comply with the requirements of the Bond Resolution, such failure shall not impair the right of the Registered Owners of any of the Bonds in subsequent years to receive payments of principal of and interest on the Bonds from avails of the Tax Increment, or amounts in the funds and accounts pledged pursuant to the Bond Resolution.

The City Assessment Certificate, the form of which is attached hereto as "APPENDIX C – FORM OF CITY ASSESSMENT CERTIFICATE," will set forth the estimated amount of ad valorem tax revenue available for payment of the principal of and interest on the Bonds, funding any shortfall in the 2016 Bonds Reserve Fund and the paying fees and expenses of the Paying Agent, based upon current City millage rates. This estimated added increment of the City and County ad valorem tax shall represent the Tax Increment projected to be available for payment of the principal and interest on the Bonds along with the fees and expenses of the Paying Agent and funding any shortfall in the 2016 Bonds Reserve Fund. See "THE BONDS – Projected Debt Service Coverage" for the Bonds below.

At the present time it is unknown what other commercial development will occur within the boundaries of the Redevelopment Project. However, all added increments of City and County ad valorem taxation on future real and personal property development within the Redevelopment Project collected by Forrest County and remitted to the City within the Redevelopment Project are pledged to the payment of the principal and interest on the Bonds, funding any shortfall in the 2016 Bonds Reserve Fund and paying the fees and expenses of the Paying Agent.

At such time as the amount of the Tax Increment is determined and the annual principal and interest payments for the Bonds, funding of any shortfall in the 2016 Bonds Reserve Fund and the fees and expenses of the Paying Agent have been deducted from the Tax Increment and set aside for such payments, any Tax Increment Surplus is to be deposited to the Tax Increment Surplus Fund.

**"Captured Assessed Value"** shall mean the incremental increase in assessed value of the real property, including improvements thereon, located within the District Property when the Original Assessed Value is subtracted from the Current Assessed Value as of January 1, 2016 and each January 1 thereafter, all as set forth in the annual Assessment Certificate of each the County Tax Assessor and/or the Clerk of the City.

**"Current Assessed Value"** shall mean the estimated true value of the

Redevelopment Project and all improvement thereon that constitute real property and personal property as determined by the County Tax Assessor as of January 1, 2016, and on each January 1 thereafter, said determination being made pursuant to information made available to the County Tax Assessor by the owner of the Redevelopment Project and the District Property.

**"District Property"** or **"Tax Increment Financing District"** shall mean the real property, including improvements thereon located within the City and Forrest County as more fully described and identified in the City's Tax Increment Financing Plan as the "Tax Increment Finance District."

**"Original Assessed Value"** shall mean the assessed value of the real and personal property located within the District Property, as of September, 2012 (\$902) as certified by the Forrest County Tax Assessor and/or the Clerk of the City and as defined in Section 21-45-21 of the Act.

**"Tax Increment"** shall mean the added increments of City ad valorem tax revenue and County ad valorem tax revenue resulting from the taxation of the Captured Assessed Value of the real and personal property contained within the District Property and forming a part of the Redevelopment Project (excluding ad valorem taxes for school district purposes), which shall be necessary and sufficient to pay the principal of and interest on the Bonds and any future series of bonds issued by the City for the Redevelopment Project together with the annual fees and expenses of the Paying Agent.

**"Tax Increment Surplus"** shall mean the remainder of the Tax Increment after deducting amounts necessary to pay the debt service on the Bonds, pay the annual fees and expenses of the Paying Agent and fund any shortfall in the 2016 Debt Service Reserve Requirement; provided however, if the balance in the 2016 Bonds Reserve Fund equals the 2016 Debt Service Reserve Requirement such Tax Increment Surplus shall be deposited in the Tax Increment Surplus Fund and used pursuant to the provisions of the Bond Resolution and as described below under "THE BONDS – Tax Increment Surplus Fund."

**"Tax Increment Surplus Fund"** shall mean the City of Hattiesburg, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) Tax Increment Surplus Fund provided for in the Bond Resolution.

## **2016 Bonds Reserve Fund**

The City has established the 2016 Bonds Reserve Fund for the Bonds. The City shall deposit into the 2016 Bonds Reserve Fund funds as follows: (i) a portion of the proceeds of the Bonds designated on the date of delivery of the Bonds; and (ii) funds identified as the Tax Increment Surplus to meet any deficiency in the 2016 Debt Service Reserve Requirement, as hereinafter defined. On or before five days prior to each Interest Payment Date for the Bonds,



the City shall transfer monies to the 2016 Bond Fund to the extent there is insufficient funds deposited therein to make the debt service payment for the Bonds on the next Interest Payment Date for the Bonds. "2016 Debt Service Reserve Requirement" shall mean fifty percent (50%) of the lesser of the following: (i) ten percent (10%) of the stated principal amount of the Bonds; (ii) the maximum annual principal and interest requirement for the Bonds, (iii) one hundred twenty-five percent (125%) of the average annual principal and interest payments on the Bonds, or (iv) such amount requested by the Underwriter for the Bonds, or if such issue of Bonds has more than a de minimis amount (as defined in Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, ten percent (10%) of the issue price (as defined in Section 1.148-1(b) of the Treasury Regulations). The 2016 Debt Service Reserve Requirement is projected to be \$\_\_\_\_\_.

### **Tax Increment Surplus Fund**

The City has established the Tax Increment Surplus Fund. Funds on deposit in the Tax Increment Surplus Fund shall be used to meet any deficiency in (i) the Tax Increment necessary to make payments on the Bonds on any Interest Payment Date and to the Paying Agent, and (ii) in the 2016 Debt Service Reserve Requirement.

### **Projected Debt Service Coverage\***

The Tax Increment anticipated to be generated from the Redevelopment Project are expected to be sufficient to support the debt service on the Bonds (see "APPENDIX B - PROCEDURES FOR REAL AND PERSONAL PROPERTY ASSESSMENTS AND TAX LEVIES" and "APPENDIX E - HISTORICAL AD VALOREM TAX COLLECTIONS AND ASSESSED VALUATIONS FOR THE DISTRICT PROPERTY" herein). Using the Tax Increment, estimates for calendar year 2016 for the Redevelopment Project, the City has projected a debt service coverage ratio of approximately \_\_\_\_% calculated as follows:

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\* Preliminary, subject to change.

Added increment of City and County  
ad valorem revenues estimated to be  
generated from the Redevelopment Project<sup>(1)</sup>):

\$145,101

Total Available

\$145,101

Less highest annual debt service on the Bonds:

Excess Tax Increment:

2016 Debt Service Coverage Ratio:

(1) The City's estimated ad valorem increment revenues generated from the Redevelopment Project are \$\_\_\_\_\_. Forrest County's estimated ad valorem increment revenues generated from the Redevelopment Project are \$\_\_\_\_\_.

based on the following assumptions and information:

**Added Increment of City and County Ad Valorem Revenues (2016 Estimate)**

The construction of the Redevelopment Project will generate additional ad valorem tax revenues for the City, Forrest County, and the City school districts. The following are estimates of new ad valorem tax revenues expected to be generated by the Redevelopment Project. Estimates for real property taxes are based on assumed true values of \$\_\_\_\_\_ for the land and building, and estimates for personal property taxes are based upon an estimated true value of \$\_\_\_\_\_ for the furniture, fixtures, and inventory.

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### Real and Personal Property Taxes

| Entity                 | Millage Rates | After the Project |
|------------------------|---------------|-------------------|
| City                   |               |                   |
| Real/Personal Property | 49.52         | \$ <sup>1</sup>   |
|                        |               |                   |
| Forrest County         |               |                   |
| Real/Personal Property | 63.17         | \$ <sup>2</sup>   |
|                        |               |                   |
| School District        |               |                   |
| Real/Personal Property | 64.89         | \$                |
|                        |               |                   |
| <b>TOTAL</b>           |               | \$                |

**Note:** Assumes constant values and millage rates.

- (1) Excludes added increments of City ad valorem tax revenue for the Library of Hattiesburg, Petal and Forrest County and the Municipal Police and Fireman Municipal Retirement System.
- (2) Excludes added increments of County ad valorem tax revenue for the Library of Hattiesburg, Petal and Forrest County.

### City Assessment Certificate

The City Clerk will deliver at closing and annually thereafter a certificate for and on behalf of the City in the form set forth in "APPENDIX C– FORM OF CITY ASSESSMENT CERTIFICATE" hereto, under which the Forrest County Tax Assessor and the City Clerk, as applicable, will certify to the Original Assessed Value, Current Assessed Value, Captured Assessed Value and the Tax Increment with respect to the incremental increase in assessed value and increased City ad valorem taxes, respectively, generated by levying ad valorem taxes on the real and personal property of Forrest County and the City that constitutes a part of the Redevelopment Project. See "APPENDIX C – CITY ASSESSMENT CERTIFICATE" attached hereto for details.

### Redemption/Notice

#### Optional Redemption

The Bonds are subject to optional redemption prior to their stated dates of maturity to the extent provided in the Bond Purchase Agreement.

#### Notice

Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners of the Bonds thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of the Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If

such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

### **Registration and Payment of the Bonds**

The Bonds as initially issued will be dated the date of delivery thereof. Principal on the Bonds will be payable on \_\_\_\_\_ 1 of each year, beginning \_\_\_\_\_ 1, 20\_\_, by check or draft mailed to the registered owner as shown on the registration records kept by the Paying Agent, acting as Bond Registrar at the main corporate trust office of the Paying Agent (the "Bond Registrar") on the fifteenth (15<sup>th</sup>) day (whether or not a business day) of the calendar month preceding such \_\_\_\_\_ 1. The Bonds will mature on the dates and in the amounts, and will bear interest to maturity at the rates, set forth on the inside of the front cover page. The principal of the Bonds is payable when due to the registered owner upon presentation of the Bonds at the principal corporate trust office of the Paying Agent. For so long as a book-entry only system is used for determining beneficial ownership of the Bonds, such interest shall be payable to DTC or its nominee. Disbursement of such payments to the DTC Participants is the responsibility of DTC and disbursement of such payments to the beneficial owners of the Bonds is the responsibility of the DTC Participants or the Indirect Participants (see, "Book-Entry Only System," herein).

### **Book-Entry Only System**

The Bonds will be available only in book-entry form in the principal amount of \$1,000 or any integral multiple thereof. DTC will act as the initial securities depository for the Bonds. The ownership of one fully registered Bond for each maturity, in the aggregate principal amount of such maturity, will be registered in the name of Cede & Co., as nominee of DTC.

DTC is a limited purpose trust company organized under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC was created to hold securities of its participants (the "DTC Participants") and to facilitate the clearance and settlement of securities transactions among DTC Participants in such securities through electronic book-entry changes in accounts of the DTC Participants, thereby eliminating the need for physical movement of security certificates. DTC Participants include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations, some of whom (and/or their representatives) own DTC. Access to the DTC system is also available to others, such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with DTC Participant, either directly or indirectly (the "Indirect Participants").

Purchases of the Bonds under the book-entry only system may be made only through brokers and dealers who are, or act through, DTC Participants. Each DTC Participant will receive a credit balance in the records of DTC in the amount of such DTC Participant's ownership interest in the Bonds. The ownership interest of each actual purchaser of a Bond (a "Beneficial Owner") will be recorded through the records of the DTC Participant or the Indirect Participant. Beneficial owners are to receive a written confirmation of their purchase providing certain details of the Bonds acquired. Transfers of ownership of Bonds will be accomplished only by book entries made by DTC and, in turn, by DTC Participants or Indirect Participants who act on behalf of the beneficial owners. Beneficial owners of the Bonds will not receive nor have the right to receive physical delivery of Bonds, and will not be or be considered to be Holders thereof under the resolution adopted by the Mayor and City Council of the City on \_\_\_\_\_, 2016 (the "Bond Resolution"), except as specifically provided in the Bond Resolution in the event the book-entry system is discontinued.

SO LONG AS CEDE & CO., AS NOMINEE OF DTC, IS THE REGISTERED OWNER OF THE BONDS, REFERENCES HEREIN TO THE HOLDERS OR REGISTERED OWNERS OF THE BONDS SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS.

The City and the Paying Agent may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purpose of payment of the principal of or interest or premium, if any, on the Bonds, selecting Bonds and portions thereof to be redeemed, giving any notice permitted or required to be given to holders of the Bond under the Bond Resolution, including any notice of redemption, registering the transfer of Bonds, obtaining any consent or other action to be taken by holders of the Bonds and for all other purposes whatsoever, and shall not be affected by any notice to the contrary. The City and the Paying Agent shall not have any responsibility or obligation to any DTC Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any DTC Participant, or any other person which is not shown on the registration books of the City (kept by the Paying Agent) as being a Bondholder, with respect to: the accuracy of any records maintained by DTC or any DTC Participant or Indirect Participant regarding ownership interests in the Bonds; the payment by DTC or any DTC Participant or Indirect Participant of any amount in respect of the principal of or interest or premium, if any, on the Bonds; the delivery to any DTC Participant or Indirect Participant or any Beneficial Owner of any notice which is permitted or required to be given to Bondholders under the Bond Resolution, including any notice of redemption; the selection by DTC, any DTC Participant or any Indirect Participant of any person to receive payment in the event of a partial redemption of the Bonds; or any consent given or other action taken by DTC as a Bondholder.

Neither DTC nor its nominee, Cede & Co., provide consents with respect to any security. Under its usual procedures, DTC mails an omnibus proxy to the issuer of the securities for which it is acting as securities depository as soon as possible after the establishment of a "record date" by the issuer for purposes of soliciting consents from the holders of such securities. The omnibus proxy assigns Cede & Co.'s voting rights to those DTC Participants having such securities credited to their accounts on such record date.

Principal or redemption price of, and interest on, the Bonds will be paid to DTC or its

nominee, Cede & Co., as registered owner of the Bonds. Disbursement of such payments to the DTC Participants is the responsibility of DTC and disbursement of such payments to the beneficial owners of the Bonds is the responsibility of the DTC Participants or the Indirect Participants. Upon receipt of any such payments, DTC's current practice is to immediately credit the accounts of the DTC Participants in accordance with their respective holdings shown on the records of DTC. Payments by DTC Participants and Indirect Participants to beneficial owners of the Bonds will be governed by standing instructions and customary practices, as is now the case with municipal securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such DTC Participant or Indirect Participant and not of DTC or the Paying Agent, subject to any statutory and regulatory requirements then in effect.

As long as the book-entry only system is used for the Bonds, any notice of redemption or any other notices required to be given to Bondholders will be given only to DTC. Any failure of DTC to advise any DTC Participant, or of any DTC Participant to notify any Indirect Participant, or of any DTC Participant or Indirect Participant to notify any Beneficial Owner, of any such notice and its content or effect will not affect the validity of the redemption of the Bonds called for redemption or of any other action premised on such notice. Conveyance of notices and other communications by DTC to DTC Participants, by DTC Participants to Indirect Participants and by DTC Participants and Indirect Participants to beneficial owners will be governed by arrangements among them, subject to any statutory and regulatory requirements as may be in effect from time to time. Beneficial owners may desire to make arrangements with a DTC Participant or Indirect Participant so that all notices of redemption or other communications to DTC which affect such beneficial owners will be forwarded in writing by such DTC Participant or Indirect Participant.

NEITHER THE CITY NOR THE PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO SUCH DTC PARTICIPANTS, OR THE PERSONS FOR WHOM THEY ACT AS NOMINEES WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS, OR THE BENEFICIAL OWNERS OF THE BONDS.

For every transfer and exchange of a beneficial ownership interest in the Bonds, a Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

### **Discontinuation of the Book-Entry Only System**

DTC may determine to discontinue providing its service with respect to the Bonds at any time by giving reasonable notice to the City or the Paying Agent. In addition, if the City determines that (a) DTC is unable to discharge its responsibilities with respect to the Bonds or (b) continuation of the system of book-entry only transfers through DTC is not in the best interests of the beneficial owners of the Bonds or of the City, the City may thereupon terminate the services of DTC with respect to the Bonds. If for any such reason the system of book-entry only transfers through DTC is discontinued, Bond certificates will be delivered as described in the Bond Resolution in fully registered form in the principal amount of \$1,000 or any integral multiple thereof in the names of beneficial owners or DTC Participants; provided, however, that

in the case of any such discontinuance the City may within 90 days thereafter appoint a substitute securities depository which, in the City's opinion, is willing and able to undertake the functions of DTC upon reasonable and customary terms.

In the event the book-entry system is discontinued, the persons to whom Bond certificates are delivered will be treated as "Bondholders" for all purposes of the Bond Resolution, including giving the City any notice, consent, request or demand pursuant to the Bond Resolution for any purpose whatsoever. In such event, the Bonds will be transferable to such Bondholders, interest on the Bonds will be payable by check or draft of the Paying Agent mailed to such Bondholders, and the principal and redemption price of all Bonds will be payable at the principal corporate trust office of the Paying Agent as described under the heading "THE BONDS - Registration, Transfer and Exchange" herein.

Portions of the foregoing concerning DTC and DTC's book-entry system are based on information furnished by DTC to the City. No representation is made herein by the City or the Underwriter as to the accuracy or completeness of such information.

### **Denomination and Transfer**

The Bonds are to be fixed-rate bonds in fully registered form in the denomination of \$1,000 or any integral multiple thereof. Ownership of any Bond is transferable upon surrender thereof to the Bond Registrar, together with an assignment duly executed by the registered owner or his attorney or legal representative, in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer of ownership, the Bond Registrar shall cause to be authenticated and delivered a new Bond or Bonds registered in the name or names of the transferee(s) in any denomination that is a multiple of \$1,000 in the same aggregate principal amount, maturity and interest rate as the Bonds surrendered for such transfer. The Bonds may be exchanged by the Bond Registrar for a like principal amount of Bonds of the same maturity of other authorized denominations. For every exchange or registration or transfer of Bonds, the Bond Registrar may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge may be made to the owner for any exchange or registration or transfer of the Bond.

### **Use of Proceeds**

The City expects that the total sources and uses of the proceeds from the sale of the Bonds will be as follows:

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**SOURCES:**

|                                  |           |
|----------------------------------|-----------|
| Principal amount of the Bonds    | \$        |
| Less net original issue discount |           |
| <b>TOTAL</b>                     | <u>\$</u> |

**USES:**

|                                                      |           |
|------------------------------------------------------|-----------|
| Deposit to 2016 Construction Fund for the following: |           |
| Costs of Infrastructure Improvements                 | \$        |
| Less Underwriter's discount                          |           |
| Costs of Issuance of the Bonds                       |           |
| <b>TOTAL</b>                                         | <u>\$</u> |

**Financial Advisor**

The City has retained the firm of Government Consultants, Inc., Jackson, Mississippi, as municipal registered independent advisor (the "Financial Advisor") to the City in connection with the issuance of the Bonds. In such capacity the Financial Advisor has provided recommendation and other financial guidance to the City with respect to the preparation of documents, the preparation for the sale of the Bonds and of the time of the sale, taxable bond market conditions and other factors related to the sale of said Bonds.

Although the Financial Advisor performed an active role in drafting of the Official Statement, it has not independently verified any of the information set forth herein. The information contained in this Official Statement has been obtained primarily from municipal records and from other sources which are believed to be reliable, including financial records of the City and other entities which may be subject to interpretation. No guarantee is made as to the accuracy or completeness of any information obtained from sources other than the City. Any summaries or excerpts of statutes, ordinances, resolutions or other documents do not purport to be complete statements of same and reference is made to such original sources in all respects.

**RISKS TO THE OWNERS OF THE BONDS****General**

The Bonds will be payable solely from the Tax Increment, and the amounts held on behalf of the City in the funds and accounts established in the Bond Resolution, including the 2016 Bonds Reserve Fund. The ability of the City to pay principal of, redemption premium, if any, and interest on the Bonds depends primarily upon the receipt by the City of the Tax Increment in an amount sufficient to pay the debt service on the Bonds and any deficiency in the 2016 Bonds Reserve Fund. While the City anticipates receiving sufficient Tax Increments to pay the debt service on the Bonds and any deficiency in the 2016 Bonds Reserve Fund, there can be no representation or assurance that the City will realize sufficient Tax Increments from the Redevelopment Project to meet financial projections. Except for the 2016 Bonds Reserve Fund, there is not fund which is required to contain amounts to make up for any deficiencies in the Tax Increment.



## **Tax Matters**

Although the Bonds are issued by the City, interest on the Bonds is not excludable from gross income for federal income tax purposes under the Code. **Interest on the Bonds will be fully subject to federal income taxation; thus the Registered Owner of the Bonds generally must include interest on the Bonds in gross income for federal income tax purposes.**

Under existing law, Bond Counsel is of the opinion that, interest on the Bonds is exempt from all present taxes imposed by the State of Mississippi and any county, municipality or other political subdivision of the State of Mississippi.

## **Remedies; Bankruptcy**

The City is a "Municipality" as that term is defined in Title 11 of the United States Code (the "Bankruptcy Code").<sup>3</sup> Section 109(c) of the Bankruptcy Code prescribes the conditions and circumstances under which a Municipality may file a petition for relief under the Bankruptcy Code. As a debtor, a Municipality may *only* file for relief pursuant to Chapter 9 of the Bankruptcy Code ("Chapter 9"). Pursuant to Section 303(a) of the Bankruptcy Code, no creditor or judgment holder of a Municipality may file a Chapter 9 petition on behalf of a Municipality.

Pursuant to Section 109(c)(2) of the Bankruptcy Code, before a municipality may file a petition under Chapter 9 of the Bankruptcy Code, a municipality must be specifically authorized by (a) state law or (b) a governmental officer or organization empowered to authorize such a filing. Accordingly, before a Municipality in the State may file for Chapter 9 protection, it must have specific authority granted to it. Currently, there is no State statute that prescribes, authorizes or otherwise contains authorization for any Municipality to file for Chapter 9 protection, or delegates such authority to a governmental officer or organization. As such, in order for a State Municipality, including the County, to file for Chapter 9 relief, the Municipality must obtain specific authority from the State Legislature.

The State Legislature is comprised of the Senate and the House of Representatives. The Senate is composed of 52 members, and the House of Representatives consists of 122 members. Each member of each chamber is elected to a four-year term. In the State, the Legislature convenes annually on the first Tuesday after the first Monday each January. Regular sessions of the State Legislature last 90 days in all years of an administration except for the first session after a new governor has been elected, when a 125-day session is held.

In order to obtain specific authority from the State Legislature to file for relief pursuant to Chapter 9, a Municipality would have to request both houses during the annual session of the State Legislature to approve a bill authorizing the Municipality to file for relief pursuant to Chapter 9 and such bill would have to be signed into law by the Governor of the State. There is no appeal process or any other proceeding under current State law that the Municipality may pursue if such requested specific authority is not granted by the State Legislature.

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<sup>3</sup> Section 101(40) of the Bankruptcy Code provides that "[t]he term 'municipality' means political subdivision or public agency or instrumentality of a State." 11 U.S.C. § 101(40).

## **Completion of Infrastructure Improvements**

As they relate to the Bonds, Phase I and Phase III of the Infrastructure Improvements relating to the Developer's Project have been completed.

## **UNDERWRITING**

The Bonds are being purchased for reoffering by the Underwriter at a purchase price of \$\_\_\_\_\_, which purchase price is equal to the aggregate principal amount of the Bonds of \$\_\_\_\_\_, plus/less a net original issued premium/discount of \$\_\_\_\_\_, less an Underwriter's discount of \$\_\_\_\_\_. The obligation of the Underwriter to accept delivery of the Bonds is subject to various conditions stated in the bond purchase agreement for the Bonds.

The Underwriter may offer and sell the Bonds to other dealers and other purchasers at prices lower than the public offering prices stated on the inside of the cover page hereof for the Bonds. The initial public offering prices for the Bonds may be changed from time to time by the Underwriter.

## **MISCELLANEOUS AND LEGAL INFORMATION**

### **No Default on Securities of City**

No securities of the City have been in default as to principal or interest payments or in any other material respects at any time in the last 25 years. No principal or interest on any obligations of the City is past due.

### **Bond Proceeds for Current Operating Expenses**

No proceeds from the sale of securities (except tax anticipation notes issued against revenues of a current fiscal year) have been used for current operating expenses at any time in at least the last 10 years.

### **Pension Plan**

The City has no pension plan or retirement plan for employees. The City employees are members of and contribute to the Mississippi Public Employees' Retirement System ("**PERS**"), a cost-sharing, multiple-employer, defined benefit pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. The PERS Board of Trustees authority to determine contribution rates is established Section 25-11-1 *et seq.* of the Mississippi Code of 1972 and may be amended only by the State Legislature.

The Governmental Accounting Standards Board ("**GASB**") approved two (2) new standards on June 25, 2012, that will substantially improve the accounting and financial reporting of public employee pensions by state and local governments, including the State. Statement No. 67, Financial Reporting for Pension Plans, revises existing guidance for the financial reports of most pension plans. Statement No. 68, Accounting and Financial Reporting

for Pensions as amended by Statement No. 71, revises and establishes new financial reporting requirements for most governments that provide their employees with pension benefits.

The Provisions in Statement 67 are effective for financial statements for period beginning after June 15, 2013. The provisions in Statement 68 and Statement 71 are effective for fiscal years beginning after June 15, 2014. PERS is compliant with Statement 67 and is making plans to fully comply with Statements 68 and 71.

The PERS employer contribution rate was 9.75 percent in fiscal year 2005 with an increase in fiscal year 2006 to 10.75 percent. Beginning in fiscal year 2007, the employer contribution rate increased from 10.75 percent in .55 percent increments until the target rate of 11.85% was met in fiscal year 2008. Use of the phased-in employer contribution rate increase resulted in an annual contribution deficit for fiscal year 2007. The purposes of the phased-in approach was to moderate the impact to the State of a contribution rate increase. A slight increase in the employer contribution rate was implemented in fiscal year 2010, from 11.85 percent to 12.0 percent. In fiscal year 2010, the actuary's recommended employer contribution rate was to increase from 12.0 percent to a projected 13.56 percent for fiscal year 2011. In lieu of the employer contribution rate increase, the member contribution rate was increased from 7.25 to 9.0 percent for fiscal year 2011, which produced a decrease in employer normal cost. The reduction in normal cost, coupled with favorable investment experience, resulted in a revised recommended employer contribution rate decreased from 13.56 percent to 12.93 percent, which became effective January 1, 2012. The employer contribution rate increased in fiscal year 2013 to 14.26 percent and in fiscal year 2014, the Board implemented a revised funding policy aimed at stabilizing the employer contribution rate, which was set at 15.75 percent, and established a goal for the Plan to be 80.0 percent funded by 2042. At June 30, 2015, PERS employers' total pension liability was \$40.4 billion. The plan fiduciary net position was \$24.9 billion resulting in a net pension liability of \$15.5 billion. The plan fiduciary net position as a percentage of the total pension liability was 61.7 percent using measurements established by GASB Statement No. 67, Financial Reporting for Pension Plans. PERS latest publicly available financial report for 2015 is available on the PERS website located at [www.pers.ms.gov/content/CAFR/CAFR2015](http://www.pers.ms.gov/content/CAFR/CAFR2015).

At September 30, 2013, PERS members were required to contribute 9% of their annual covered salary, and the City is required to contribute at an actuarially determined rate. The rate at September 30, 2013 was 15.75% of annual covered payroll. The City's contributions (employer share only) to PERS for the years ending September 30, 20\_\_, 20\_\_ and 20\_\_, were \$\_\_, \$\_\_ and \$\_\_, respectively, equal to the required contributions for each year. (This information will be in the latest audited financials of the issuer).

### **Reappraisal of Property and Limitation on Ad Valorem Levies**

Senate Bill No. 2672, General Laws of Mississippi, Regular Session 1980, codified in part as Sections 27-35-49 and 27-35-50, Mississippi Code of 1972 (the "Reappraisal Act"), provides that all real and personal property in the State shall be appraised at true value and assessed in proportion to true value. To insure that property taxes do not increase dramatically as the counties complete reappraisals, the Reappraisal Act provides for the limit on increase in tax revenues discussed below.

The statute limits ad valorem tax levies by the City subsequent to October 1, 1980, to a rate which will result in an increase in total receipts of not greater than ten percent (10%) over the previous year's receipts, excluding revenue from ad valorem taxes on any newly constructed properties, any existing properties added to the tax rolls or any properties previously exempt which were not assessed in the next preceding year. This limitation does not apply to levies for the payment of principal of and the interest on general obligation bonds issued by the City or to certain other specified levies. This limitation may be increased only if the proposed increase is approved by a majority of those voting in an election held on such question.

On August 20, 1980, the Mississippi Supreme Court rendered its decision in State Tax Commission v. Fondren, 387 So.2d 712, affirming the decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, wherein the Mississippi Department of Revenue (formerly the State Tax Commission) was enjoined from accepting and approving assessment rolls from any county in the State for the tax year 1983 unless the Mississippi Department of Revenue equalized the assessment rolls of all of the counties. Due to the intervening passage of the Reappraisal Act, the Supreme Court reversed that part of the lower court's decree ordering the assessment of property at true value (although it must still be appraised at true value), holding instead that assessed value may be expressed as a percentage of true value. Pursuant to the Supreme Court modification of the Chancellor's decree, on November 15, 1980, the Mississippi Department of Revenue filed a master plan to assist counties in determining true value. On February 7, 1983, the Chancery Court granted an extension until July 1, 1984, of its previous deadline past which the Mississippi Department of Revenue could not accept and approve tax rolls from counties which had not yet reappraised. The City has completed reappraisal.

### **Legal Proceedings**

There are no pending legal proceedings which might be expected to affect the City's ability to perform its obligations to the holders of the Bonds being offered for sale.

### **Ratings**

No application for a rating for the Bonds from a nationally recognized rating agency has been made and none is expected to be made.

### **Validation**

Prior to issuance, the Bonds will be validated before the Chancery Court of Forrest County as provided by Sections 31-13-1 through 31-13-11, Mississippi Code of 1972, as amended.

### **Approval of Legal Proceedings**

All legal matters in connection with the authorization and issuance of the Bonds are subject to the unqualified approving opinion of Butler Snow LLP, the form of such opinion being attached hereto as "APPENDIX E - FORM OF OPINION OF BOND COUNSEL." No representation is made to the holders of the Bonds that such Bond Counsel has verified the

accuracy, completeness or fairness of the statements in the Official Statement, and Bond Counsel assumes no responsibility to the holders of the Bonds, except for the matters set forth in such opinion.

### **Continuing Disclosure**

The City has covenanted for the benefit of the owners of the Bonds to provide certain financial information and operating data relating to the Bonds within twelve months after the end of each fiscal year of the City ending in or after September 30, 20\_\_ (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events, in certain cases if deemed material under federal laws. The Annual Report and notices of material events will be filed by the City with (a) the Municipal Securities Rulemaking Board (the "MSRB") through MSRB's Electronic Municipal Market Assess system at <http://emma.msrb.org> ("EMMA") in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") pursuant to SEC Rule 15c2-12(b)(5) (the "Rule"), and with (b) any public or private repository or entity designated by the State as a State repository, if any, for the purposes of the Rule. This information will be made available free to securities brokers and the general public through EMMA. For the procedures for all filings and notices due to the MSRB, instructions will be provided on the following website for MSRB: <http://emma.msrb.org>. The specific nature of the information to be contained in the Annual Report or the notices of material events is summarized in APPENDIX D to this Official Statement. These covenants have been made in order to assist the Underwriter in complying with the Rule. *Investors should note that if the Bonds are issued in an amount less than \$1,000,000, then the Bonds will be exempt from the Rule and no continuing disclosure undertaking will be entered into with respect to the Bonds.*

There have been instances in each of the past five years that the City has failed to file certain annual financial information and operating data as required by its prior continuing disclosure undertakings. On November 17, 2014, March 29, 2015 and September 30, 2015, the City did file certain information required under its continuing disclosure undertakings, including notice of failure to file certain information required under its continuing disclosure undertakings for its prior debt subject to the Rule. The City also filed on April 14, 2015, a material events notice regarding changes in the bond ratings affecting the City's outstanding debt subject to the Rule as it related to the downgrade of certain municipal bond insurance companies. Said failure to file and material event notices can be found on EMMA.

The City's previous continuing disclosure undertaking requirements regarding the filing of updated financial information and operating data, including the audited financial information, or unaudited financial information, if applicable, and budgets by March 31 following the end of its September 30 fiscal year, is more restrictive than the annual filing requirements under the Rule. The City has revised the continuing disclosure undertaking for the Bonds to provide, consistent with the Rule, flexibility as to the timing of the filing requirements, in order to allow for compliance with the Rule.

The City adopted policies and procedures on November 4, 2014 (the "Policy") to ensure timely filing of its Annual Report. The City has hired a dissemination agent to file the City's required Annual Report.

**Miscellaneous**

The reference, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Bonds, the security for the payment of the Bonds and the rights and obligations of the holders thereof.

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The information contained in this Official Statement has been taken from sources considered reliable, but is not guaranteed. To the best of our knowledge, information in this Official Statement does not include any untrue statement of material fact; nor does the information omit the statement of any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

**CITY OF HATTIESBURG, MISSISSIPPI**

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**MAYOR**

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**DEPUTY CITY CLERK**

**APPENDIX A**  
**REDEVELOPMENT PROJECT SITE MAP**



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**[INSERT MAP OF REDEVELOPMENT PROJECT SITE]**

## **APPENDIX B**

### **PROCEDURES FOR REAL AND PERSONAL PROPERTY ASSESSMENTS AND TAX LEVIES**

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## PROCEDURES FOR REAL AND PERSONAL PROPERTY ASSESEMENTS AND TAX LEVIES

### Assessed Valuation<sup>1</sup>

| Fiscal Year | Real Property | Personal Property <sup>2</sup> | Public Utility Property | Total <sup>3</sup> |
|-------------|---------------|--------------------------------|-------------------------|--------------------|
| 2015        | \$297,660,699 | \$121,146,051                  | \$25,246,731            | \$444,053,481      |
| 2014        | 291,935,921   | 118,079,833                    | 24,412,003              | 434,627,757        |
| 2013        | 291,018,429   | 112,950,942                    | 28,122,727              | 432,092,098        |
| 2012        | 281,555,535   | 110,234,425                    | 28,999,315              | 420,789,275        |
| 2011        | 280,141,144   | 106,540,690                    | 25,773,494              | 412,455,328        |

SOURCE: Office of City Chief Financial Officer; February 2016.

Assessed valuations are based upon the following assessment ratios:

- (a) Real and personal property (excluding single-family, owner-occupied residential real property and motor vehicles, respectively), fifteen percent (15%) of true value;
- (b) Single-family, owner-occupied residential real property, ten percent (10%) of true value;
- (c) Motor vehicles and public utility property, thirty percent (30%) of true value.

The 1986 Session of the Mississippi Legislature adopted House Concurrent Resolution No. 41 (the "Resolution"), pursuant to which there was proposed an amendment to the Mississippi Constitution of 1890 (the "Amendment"). The Amendment provided, inter alia, that the assessment ratio of any one class of property shall not be more than three times the assessment ratio on any other class of property.

The Amendment set forth five classes of property and the assessment ratios which would be applicable thereto upon the adoption of the Amendment. The assessment ratios set forth in the Amendment are identical to those established by Section 27-35-4, Mississippi Code of 1972, as it existed prior to the Amendment, except that the assessment ratio for single-family, owner-occupied residential real property under the Amendment is set at ten percent (10%) of true value as opposed to fifteen percent (15%) of true value under previously existing law.

<sup>1</sup> The total assessed valuation is approved in September proceeding the fiscal year of the City and represents the value of real property, personal property and public utility property for the year indicated on which taxes are assessed for the following fiscal year's budget. For example, the taxes for the assessed valuation figures for 2015 will be collected starting in January, 2016 for the 2015-2016 fiscal year budget of the City.

<sup>2</sup> Personal property includes the assessed valuation for mobile homes and automobiles.

<sup>3</sup> Total assessed values include exempt properties.

The assessed valuation figures above do not include property exempt from all City ad valorem tax for a period of up to ten years, primarily for new or expanded manufacturing facilities. Set forth below is a schedule of the assessed valuation of such exempt property which will become subject to City ad valorem tax in the next ten years:

| Exempt Property                    | Current Assessed Valuation | Date Exemption Ends |
|------------------------------------|----------------------------|---------------------|
| Kohler Co.                         | \$ 7,180,964               | 12/31/2015          |
| Western Container                  | 3,822,646                  | 12/31/2016          |
| Rexam Closure System               | 5,370,393                  | 12/31/2015          |
| Hattiesburg Paper Corp.            | 2,252,042                  | 12/31/2015          |
| Zeon Chemicals                     | 828,011                    | 12/31/2015          |
| Cellular South                     | 79,408                     | 12/31/2018          |
| Mississippi Tank                   | 915,986                    | 12/31/2015          |
| Hudson's Capital Assets LLC        | 777,917                    | 12/31/2015          |
| Equity Alliance of Hattiesburg LLC | 542,091                    | 12/31/2015          |
| Excel Injection Molding            | 104,856                    | 12/31/2015          |
| BLC Properties LLC                 | 149,598                    | 12/31/2015          |
| Hybrid Plastics, Inc.              | 113,018                    | 12/31/2015          |
| Structural Foam Molding            | 103,398                    | 12/31/2015          |
| Nordan Smith Acetylene             | 153,405                    | 12/31/2016          |
| Wis Pak of Hattiesburg, LLC        | 6,608,019                  | 12/31/2019          |
| The Coca-Cola Company              | 2,234,847                  | 12/31/2016          |
| TOTAL                              | \$31,236,599               |                     |

### **Procedure for Property Assessments**

The Tax Assessor of Forrest County assesses all real and personal property subject to taxation in Forrest County, including property in the City, except motor vehicles and property owned by public service corporations, both of which are required by law to be assessed by the Mississippi Department of Revenue.

Section 21-33-9, Mississippi Code of 1972, as amended, provides that the governing authorities of a municipality which is located within a county having completed a county-wide reappraisal approved by the Mississippi Department of Revenue and which has been furnished a true copy of that part of the Forrest County assessment roll containing the property located within a municipality as provided in Section 27-35-167, Mississippi Code of 1972, as amended,

shall adopt such assessment rolls for its assessment purposes. The City is utilizing the assessment rolls of Forrest County.

The City may not correct or revise such assessment rolls except for the purpose of conforming the municipal assessment roll to corrections or revisions made to the Forrest County assessment rolls. All objections to the municipal assessment roll may be heard by the Board of Supervisors of Forrest County at the time and in the manner that objections to the Forrest County assessment rolls are heard. The Board of Supervisors of Forrest County shall notify, in writing, the Governing Body and the Tax Assessor of the City of any corrections or revisions made by it to the part of the Forrest County assessment rolls adopted as the municipal assessment roll.

### **Procedure for Tax Collections**

The Governing Body is required to levy an ad valorem tax upon all of the taxable property within the geographical limits of the City, including the District Property. If any taxpayer neglects or refuses to pay his taxes on the due date thereof, the unpaid taxes bear interest at the rate of one percent (1%) per month or fractional part thereof from the delinquent date to the date of payment of such taxes. When enforcement officers take action to collect delinquent taxes, other fees, penalties and costs may accrue. Both real property and personal property are subject to public tax sale.

Section 21-33-63, Mississippi Code of 1972, as may be amended from time to time, and related statutes provide that after the fifteenth day of February and after the fifteenth day of August in each year, the tax collector for each municipality shall advertise all lands in such municipality on which all the taxes due and in arrears have not been paid, as well as all land liable for sale on the first Monday of April or the third Monday of September following, as the case may be.

### **Reappraisal of Property and Limitation on Ad Valorem Levies**

Senate Bill No. 2672, General Laws of Mississippi, Regular Session 1980, codified in part as Sections 27-35-49 and 27-35-50, Mississippi Code of 1972 (the "Reappraisal Act"), provides that all real and personal property in the State shall be appraised at true value and assessed in proportion to true value. To insure that property taxes do not increase dramatically as the counties complete reappraisals, the Reappraisal Act provides for the limit on increase in tax revenues discussed below.

The statute limits ad valorem tax levies by the City subsequent to October 1, 1980, to a rate which will result in an increase in total receipts of not greater than ten percent (10%) over the previous year's receipts, excluding revenue from ad valorem taxes on any newly constructed properties, any existing properties added to the tax rolls or any properties previously exempt which were not assessed in the next preceding year. This limitation does not apply to levies for the payment of the principal of and the interest on general obligation bonds issued by the City or to certain other specified levies. The limitation may be increased only if the proposed increase is approved by a majority of those voting in an election held on such question.

On August 20, 1980, the Mississippi Supreme Court rendered its decision in State Tax

Commission v. Fondren, 387 So.2d 712, affirming the decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, wherein the Mississippi Department of Revenue (formerly the State Tax Commission) was enjoined from accepting and approving assessment rolls from any county in the State for the tax year 1983 unless the Mississippi Department of Revenue equalized the assessment rolls of all of the counties. Due to the intervening passage of the Reappraisal Act, the Supreme Court reversed that part of the lower court's decree ordering the assessment of property at true value (although it must still be appraised at true value), holding instead that assessed value may be expressed as a percentage of true value. Pursuant to the Supreme Court modification of the Chancellor's decree, on November 15, 1980, the Mississippi Department of Revenue filed a master plan to assist counties in determining true value. On February 7, 1983, the Chancery Court granted an extension until July 1, 1984, of its previous deadline past which the Mississippi Department of Revenue could not accept and approve tax rolls from counties which had not yet reappraised. The City has completed reappraisal.

### **Homestead Exemption**

The Mississippi Homestead Exemption Law of 1946 reduces the local tax burden on homes qualifying by law and substitutes revenues from other sources of taxation on the State level as a reimbursement to the local taxing units for such tax loss. Provisions of the homestead exemption law determine qualification, define ownership and limit the amount of property that may come within the exemption. The exemption is not applicable to taxes levied for the payment of the Bonds, except as hereinafter noted.

Those homeowners who qualify for the homestead exemption and who have reached the age of sixty-five (65) years on or before January 1 of the year for which the exemption is claimed, service-connected, totally disabled American veterans who were honorably discharged from military service and those qualified as disabled under the federal Social Security Act are exempt from any and all ad valorem taxes on qualifying homesteads not in excess of \$7,500 of assessed value thereof.

The tax loss resulting to local taxing units from properly qualified homestead exemptions is reimbursed by the Mississippi Department of Revenue. Beginning with the 1984 supplemental ad valorem tax roll and for each roll thereafter, no taxing unit shall be reimbursed an amount in excess of one hundred six percent (106%) of the total net reimbursement made to such taxing unit in the next preceding year.



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**APPENDIX C**  
**FORM OF**  
**CITY ASSESSMENT CERTIFICATE**

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**FORM OF  
CITY ASSESSMENT CERTIFICATE**

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**APPENDIX D**  
**FORM OF CONTINUING DISCLOSURE CERTIFICATE**

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## CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "**Disclosure Certificate**") is executed and delivered by the City of Hattiesburg, Mississippi (the "**Issuer**") in connection with the issuance of \$ \_\_\_\_\_ City of Hattiesburg, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) (the "**Bonds**") of the Issuer. The Issuer covenants and agrees as follows:

**SECTION 1. Purpose of the Disclosure Certificate.** This Disclosure Certificate is being executed and delivered and constitutes the written undertaking by the Issuer for the benefit of the owners, including beneficial owners, or holders of the Bonds (the "**Bondholders**"), required by Section (b)(5) of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 CFR Part 240, § 240.15c2-12), and is further executed and delivered in order to assist the Participating Underwriter (as defined herein) in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**").

**SECTION 2. Definitions.** In addition to the definitions set forth in the Bond Resolution (the "**Bond Resolution**"), which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

*"Annual Report"* shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

*"Audited Financial Statements"* means the most recent, publicly available Issuer's annual financial statements, prepared in accordance with GAAP for governmental units as prescribed by GASB, which financial statements shall have been audited by such auditor as shall be then required or permitted by the laws of the State of Mississippi (the "**State**").

*"Beneficial Owner"* shall mean any person who has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

*"Business Day"* means any day, other than a Saturday or Sunday, on which the Paying Agent or the City Hall of the City is not closed and on which the payment system of the Federal Reserve System, New Orleans branch, is operational.

*"Disclosure Representative"* shall mean the City Clerk of the Issuer or his or her designee, or such other officer or employee as the Issuer shall designate in writing from time to time.

*"EMMA"* shall mean the internet-based portal referred to as the Electronic Municipal Market Access system operated by the Municipal Securities Rulemaking Board. The online address of EMMA is [www.emma.msrb.org](http://www.emma.msrb.org).

*"GAAP"* shall mean generally accepted accounting principles, as such principles are prescribed, in part, by the Financial Accounting Standards Board and modified by the Government Accounting Standards Board and in effect from time to time.



"*Listed Events*" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"*MSRB*" shall mean the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the single centralized repository for the collection and availability of continuing disclosure documents for purpose of the Rule. The continuing disclosure documents must be provided to the MSRB in searchable portable document format (PDF) to the following:

Municipal Securities Rulemaking Board  
Electronic Municipal Market Access Center  
[www.emma.msrb.org](http://www.emma.msrb.org)

"*1934 Act*" shall mean the Securities Exchange Act of 1934, as amended from time to time.

"*Participating Underwriter*" shall mean the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"*Official Statement*" shall mean the final Official Statement for the Bonds dated \_\_\_\_\_, 2016.

"*Paying Agent*" shall mean \_\_\_\_\_, Mississippi.

"*Rule*" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the 1934 Act, as the same may be amended from time to time.

"*Securities Counsel*" shall mean legal counsel expert in federal securities law.

### **SECTION 3. Provision of Annual Reports.**

(a) The Issuer shall not later than twelve (12) months after the end of each fiscal year (the "**Report Date**"), commencing September 30, 20\_\_, provide to the MSRB through EMMA the Annual Report, which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the Audited Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report.

(b) The Issuer may adjust the Report Date if the Issuer changes its fiscal year (October 1 to September 30) (the "**Fiscal Year**") by providing written notice of the change of Fiscal Year and the new Report Date to the MSRB; provided that the new Report Date shall no more than twelve (12) months after the end of the new Fiscal Year and provided further that the period between the final Report Date relating to the former Fiscal Year and the initial Report relating to the new Fiscal Year shall not exceed one (1) year in duration.

(c) If the Issuer is unable to provide to the MSRB the Annual Report by the date required in subsection (a), the Issuer shall send or cause to be sent a notice to the MSRB in substantially the form attached hereto as **Exhibit A**.

(d) If the Issuer is unable to provide the Audited Financial Statements by the date required in subsection (a), the Issuer shall provide notice to the MSRB in substantially the form attached hereto as **Exhibit A**, and provide the Audited Financial Statements, when available, to the MSRB.

(e) In accordance with MSRB Notice 2009-04 (January 9, 2009), the filing requirements set forth in Sections 3(a) and 5 hereof shall be satisfied exclusively by submitting to EMMA the Annual Report and Listed Events described herein.

**SECTION 4. Content of Annual Reports.** The Issuer's Annual Report shall contain or incorporate by reference the information described below:

- (i) The Audited Financial Statements,
- (ii) The accounting principles pursuant to which the Audited Financial Statements were prepared.

The Issuer's financial statements shall be audited and prepared in accordance with GAAP with such changes as may be required from time to time in accordance with the laws of the State.

The Issuer reserves the right to cross-reference any or all such annual financial information and operating data to other documents to be provided to the MSRB.

The Issuer reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Issuer; provided that the Issuer agrees that any such modification will be done in a manner consistent with the Rule as provided in Section 7 hereof.

Any or all of the items listed above may be included by specific reference to other documents available to the public on the MSRB's Internet Web site or filed with the Securities and Exchange Commission (the "**SEC**"). The Issuer shall clearly identify each such other document so included by reference.

#### **SECTION 5. Reporting of Listed Events.**

(a) The Issuer covenants to provide, or cause to be provided, to the MSRB notice of the occurrence of any of the following events with respect to the Bonds, in a timely manner not in excess of ten (10) Business Days after the occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;

(3)     Unscheduled draws on debt service reserves, if any, reflecting financial difficulties;

(4)     Unscheduled draws on credit enhancements reflecting financial difficulties;

(5)     Substitution of credit or liquidity providers, or their failure to perform;

(6)     Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7)     Modifications to rights of Bondholders, if material;

(8)     Bond calls, if material, and tender offers;

(9)     Defeasances;

(10)    Release, substitution, or sale of property, if any, securing repayment of the Bonds, if material;

(11)    Rating changes;

(12)    Bankruptcy, insolvency, receivership, or similar event of the Issuer;

(13)    The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and/or

(14)    Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b)     If the Issuer determines that a Listed Event has occurred, the Issuer shall promptly cause a notice of such occurrence to be filed with the MSRB, through EMMA. In connection with providing a notice of the occurrence of a Listed Event described in subsection (a)(9), the Issuer shall include in the notice explicit disclosure as to whether the Bonds have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

(c)     The Issuer acknowledges that the "rating changes" referred to above in Section 5(a)(11) of this Disclosure Certificate may include, without limitation, any change in any rating on the Bonds or other indebtedness for which the Issuer is liable.

(d)     The Issuer acknowledges that it is not required to provide a notice of a Listed Event with respect to credit enhancement when the credit enhancement is added after the primary

offering of the Bonds, the Issuer does not apply for or participate in obtaining such credit enhancement, and such credit enhancement is not described in the Official Statement.

**SECTION 6. Mandatory Electronic Filing with EMMA.** All filings with the MSRB under this Disclosure Certificate shall be made by electronically transmitting such filings through the EMMA Dataport at <http://www.emma.msrb.org>, as provided by the amendments to the Rule adopted by the SEC in Securities Exchange Release No. 59062 on December 5, 2008.

**SECTION 7. Amendment; Waiver.**

(a) Notwithstanding any other provision of this Disclosure Certificate, this Disclosure Certificate may be amended, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of Section 3(a), 3(b), 3(c), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature, or status of the Issuer or the type of business conducted by the Issuer;

(2) This Disclosure Certificate, as so amended or taking into account such waiver, would, in the opinion of Securities Counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners.

(b) In the event of any amendment to, or waiver of a provision of, this Disclosure Certificate, the Issuer shall describe such amendment or waiver in the next Annual Report and shall include an explanation of the reason for such amendment or waiver. In particular, if the amendment results in a change to the annual financial information required to be included in the Annual Report pursuant to Section 4 of this Disclosure Certificate, the first Annual Report that contains the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of such change in the type of operating data or financial information being provided. Further, if the annual financial information required to be provided in the Annual Report can no longer be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be included in the first Annual Report that does not include such information.

(c) If the amendment results in a change to the accounting principles to be followed in preparing financial statements as set forth in Section 4 of this Disclosure Certificate, the Annual Report for the Fiscal Year in which the change is made shall include a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of such differences and the impact of the changes on the presentation of the financial information. To the extent reasonably feasible, the comparison shall

also be quantitative. A notice of the change in accounting principles shall be filed by the Issuer with the MSRB.

**SECTION 8. Additional Information.** Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or Notice of Material Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or Notice of Material Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or Notice of Material Event.

**SECTION 9. Failure to Comply.** In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate any Participating Underwriter or any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Provided, with respect to matters relating to the adequacy of the information required by the Rule, only bondholders aggregating not less than twenty-five percent (25%) of the aggregate principal amount of the Bonds outstanding may exercise remedies with respect thereto. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Bond Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance. The Paying Agent shall not have any power or duty to enforce this Disclosure Certificate.

**SECTION 10. Beneficiaries.** This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Participating Underwriter and the owners, including Beneficial Owners, or holders of the Bonds, and shall create no rights in any other person or entity.

**SECTION 11. Transmission of Information and Notices.** Unless otherwise required by law or this Disclosure Certificate and, in the sole determination of the Issuer, subject to technical and economic feasibility, the Issuer shall employ such methods of information and notice transmission as shall be requested or recommended by the herein designated recipients of such information and notices.

**SECTION 12. Governing Law.** This Disclosure Certificate shall be construed and interpreted in accordance with the laws of the State, and any suits and actions arising out of this Disclosure Certificate shall be instituted in a court of competent jurisdiction in the State. Notwithstanding the foregoing, to the extent this Disclosure Certificate addresses matters of federal securities laws, including the Rule, this Disclosure Certificate shall be construed and interpreted in accordance with such federal securities laws and official interpretations thereof.

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**SECTION 13. Beneficiaries.** This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Participating Underwriter and the owners, including Beneficial Owners, or holders of the Bonds, and shall create no rights in any other person or entity.

**CITY OF HATTIESBURG, MISSISSIPPI**

**By:** \_\_\_\_\_  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

**EXHIBIT A**

**NOTICE OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: City of Hattiesburg, Mississippi

Name of Bond Issue: \$\_\_\_\_\_ City of Hattiesburg, Mississippi Taxable Tax  
Increment Limited Obligation Bonds, Series 2016 (Whispering  
Pines Retirement Community Project) (the "Bonds")

Date of Issuance: \_\_\_\_\_, 2016

CUSIP Number: \_\_\_\_\_

**NOTICE IS HEREBY GIVEN** that the Issuer has not provided an Annual Report with  
respect to the above-named Bonds as required by the Continuing Disclosure Certificate dated  
\_\_\_\_\_, 2016. The Issuer anticipates that the Annual Report will be filed by  
\_\_\_\_\_.

Dated: \_\_\_\_\_

**CITY OF HATTIESBURG,  
MISSISSIPPI**

By: \_\_\_\_\_  
Authorized Officer

## EXHIBIT B

Name of Issuer: City of Hattiesburg, Mississippi

Name of Bond Issue: \$\_\_\_\_\_ City of Hattiesburg, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) (the "Bonds")

Date of Issuance: \_\_\_\_\_, 2016

CUSIP Number: \_\_\_\_\_

### District Property Ad Valorem Tax Collections

| Fiscal Year | City Ad Valorem Taxes | Forrest County Ad Valorem Taxes | Total |
|-------------|-----------------------|---------------------------------|-------|
|             |                       |                                 |       |
|             |                       |                                 |       |
|             |                       |                                 |       |
|             |                       |                                 |       |
|             |                       |                                 |       |
|             |                       |                                 |       |

SOURCE: Office of the Forrest County Tax Assessor; \_\_\_\_\_.



### District Property Assessed Valuations

| <b>Fiscal Year</b> | <b>True Value</b> | <b>Assessed Valuation<sup>1</sup></b> |
|--------------------|-------------------|---------------------------------------|
|                    |                   |                                       |
|                    |                   |                                       |
|                    |                   |                                       |
|                    |                   |                                       |

SOURCE: Office of the Forrest County Tax Assessor; \_\_\_\_\_.  
\_\_\_\_\_

<sup>1</sup> Assessed valuation is 15% of true value.

**APPENDIX E**  
**FORM OF OPINION OF BOND COUNSEL**

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## FORM OF OPINION OF BOND COUNSEL FOR THE BONDS

Mayor and City Council  
Hattiesburg, Mississippi

RE: \$\_\_\_\_\_ City of Hattiesburg, Mississippi Taxable Tax Increment Limited  
Obligation Bonds, Series 2016 (Whispering Pines Retirement Community  
Project)

Gentlemen:

We have acted as Bond Counsel ("Bond Counsel") for the City of Hattiesburg, Mississippi (the "City"), in connection with the issuance of the City of Hattiesburg, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project), to be dated \_\_\_\_\_, 2016, in the total authorized aggregate principal amount of \$\_\_\_\_\_ (the "Bonds").

The Bonds bear interest, mature and may be transferred and exchanged as set out in the Bonds and in the resolution adopted by the Mayor and City Council of the City on \_\_\_\_\_, 2016, authorizing their issuance (the "Bond Resolution"). The Bonds are subject to optional redemption prior to maturity to the extent provided in the Bond Purchase Agreement. Capitalized terms not defined herein shall have the same meaning as set forth in the Bond Resolution.

We have acted as Bond Counsel for the sole purpose of rendering an opinion with respect to the legality and validity of the Bonds under the laws of the State of Mississippi (the "State"), and with respect to the exemption of interest on the Bonds from State income taxation. Regarding questions of fact material to our opinions, we have not investigated or verified original proceedings, records, data or other material, but have relied solely upon the certified transcript of proceedings described in the following paragraph and on the authenticity, truthfulness and completeness set forth in such documents, instruments and certificates. We have not assumed any responsibility with respect to the financial condition or capabilities of the City or the disclosure thereof in connection with the sale of the Bonds.

In our capacity as Bond Counsel, we have participated in the preparation of and have examined a certified transcript of proceedings pertaining to the Bonds which contains copies of certain proceedings of the City, customary certificates of officers, agents and representatives of the City and other public officials and other matters relating to the authorization and issuance of the Bonds. We have also examined Bond No. 1 of this issue.

Based on such examination, and subject to the following qualifications, it is our opinion that:

1. The transcript of proceedings evidences complete legal authority for the issuance of the Bonds in full compliance with the laws of the State presently in effect, and that the Bonds

constitute valid and legally binding limited obligations of the City, payable as to principal and interest out of and secured by the incremental increase in the ad valorem tax revenues generated by the ad valorem tax levied by the City and Forrest County, Mississippi ("Forrest County"), on the real and personal property thereon that constitutes a part of the Redevelopment Project and District Property. **THE BONDS WILL CONSTITUTE LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE TAX INCREMENT AND FROM OTHER MONIES PLEDGED THEREFOR. NEITHER THE FAITH, CREDIT OR TAXING POWER OF THE CITY NOR THE FAITH, CREDIT, OR TAXING POWER OF THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS.** The Bonds are further secured by the pledge of funds in the 2016 Bonds Reserve Fund.

2. Under existing law, regulations and court decisions, as presently interpreted and construed, interest on the Bonds is exempt from all present taxes imposed by the State.

3. Under existing law, regulations and court decisions, as presently interpreted and construed, interest on the Bonds is not exempt from federal income taxation.

It is to be understood that the rights of the owners of the Bonds and the enforceability of the Bonds and the Bond Resolution may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

In this opinion letter issued in our capacity as Bond Counsel, we are opining only upon those matters set forth herein, and we are not passing upon the accuracy, adequacy or completeness of the Official Statement or any other statements made in connection with any offer or sale of the Bonds or upon any federal or state tax consequences arising from the receipt or accrual of interest on or the ownership or disposition of the Bonds, except those specifically addressed herein.

In rendering the foregoing opinions, we have assumed the accuracy and truthfulness of all public records and of all certificates, resolutions, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We also have assumed the genuineness of the signatures appearing upon such public records, certifications, resolutions, documents and proceedings. In rendering this opinion we have relied upon the opinion of Amos Law Offices, PLLC, Hattiesburg, Mississippi, acting as counsel for the City, dated the date hereof, as to the due authorization and execution by and enforceability against the City as to the Bonds and the Bond Resolution.

This opinion letter is issued as of the date hereof and we assume no obligation to revise or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

BUTLER SNOW LLP

**APPENDIX F**

**HISTORICAL AD VALOREM TAX COLLECTIONS AND ASSESSED VALUATIONS  
FOR THE DISTRICT PROPERTY**

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## HISTORICAL AD VALOREM TAX COLLECTIONS AND ASSESSED VALUATIONS FOR THE DISTRICT PROPERTY

### District Property Ad Valorem Tax Collections<sup>1</sup>

| <b>Fiscal Year</b> | <b>City Ad Valorem Taxes<sup>2</sup></b> | <b>Forrest County Ad Valorem Taxes<sup>3</sup></b> | <b>Total</b> |
|--------------------|------------------------------------------|----------------------------------------------------|--------------|
| 2015               |                                          |                                                    |              |
| 2014               |                                          |                                                    |              |
| 2013               |                                          |                                                    |              |
| 2012               |                                          |                                                    |              |
| 2011               |                                          |                                                    |              |

SOURCE: Office of the Forrest County Tax Assessor; March 2016.

<sup>1</sup> Does not include school taxes.

<sup>2</sup> The City has pledged \_\_\_% of its Tax Increment from the Redevelopment Project to the payment of the debt service on the Bonds and the payment annual fees and expenses of the Paying Agent.

<sup>3</sup> The County has pledged \_\_\_% of its Tax Increment from the Redevelopment Project to the payment of debt service on the Bonds and the payment annual fees and expenses of the Paying Agent.

### District Property Assessed Valuations<sup>1</sup>

| <b>Fiscal Year</b> | <b>True Value</b> | <b>Assessed Valuation<sup>2</sup></b> |
|--------------------|-------------------|---------------------------------------|
| 2015               | \$ 8,783,960      | \$1,347,295                           |
| 2014               |                   |                                       |
| 2013               |                   |                                       |
| 2012               | 6,010             | 902                                   |

SOURCE: Office of the Forrest County Tax Assessor; March 2016.

<sup>1</sup> Does not include personal property.

<sup>2</sup> Assessed valuation is 15% of true value.

**RESOLUTION AUTHORIZING AND RATIFYING THE SIGNING OF AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT FOR THE SALE OF TAXABLE TAX INCREMENT LIMITED OBLIGATION BONDS, SERIES 2016 (WHISPERING PINES RETIREMENT COMMUNITY PROJECT), OF THE CITY OF HATTIESBURG, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED SEVEN MILLION DOLLARS(\$7,000,000) (THE "BONDS"); APPROVING AND AUTHORIZING THE FORM OF, EXECUTION OF AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING TO THE BONDS; AUTHORIZING AND APPROVING THE FORM OF AND EXECUTION OF A CONTINUING DISCLOSURE CERTIFICATE; AND AUTHORIZING AND APPROVING THE FORM OF AND EXECUTION OF THE BOND PURCHASE AGREEMENT FOR THE SALE OF THE BONDS.**

**WHEREAS**, the Mayor and City Council (the "Governing Body") of the City of Hattiesburg, Mississippi (the "City"), acting for and on behalf of the City, hereby desire to negotiate the terms of the sale of its not to exceed \$7,000,000 Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) (the "Bonds"), with Duncan-Williams, Inc., Memphis, Tennessee (the "Underwriter"), and in connection therewith to authorized the form of and distribution of a preliminary official statement for the sale of the Bonds pursuant to the terms of a Bond Purchase Agreement (the "BPA"); and

**WHEREAS**, the Governing Body desires to approve the form of, execution of and distribution of a preliminary official statement (the "Preliminary Official Statement") for the sale of the Bonds and to approve the form of and execution of the BPA in connection with the sale of the Bonds; and

**WHEREAS**, it is necessary to approve the form of, execution of and distribution of an Official Statement, to be dated the date of the sale of the Bonds (the "Official Statement"); and

**WHEREAS**, the Governing Body desires to authorize the Mayor and City Clerk, as applicable, to execute the Continuing Disclosure Certificate contained in the Preliminary Official Statement in connection with the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12, as amended (the "Rule"); and

**WHEREAS**, if in the opinion of the City, the Underwriter and Butler Snow LLP, Ridgeland, Mississippi, as Bond Counsel (the "Bond Counsel"), a supplement or amendment to the Preliminary Official Statement and/or Official Statement is necessary to provide proper disclosure for the Bonds, the Governing Body of the City desires to authorize (a) the Bond Counsel acting as disclosure counsel to prepare such supplement or amendment to the Preliminary Official Statement and/or the Official Statement in a form and in a manner approved by the Bond Counsel acting as disclosure counsel, and (b) the Bond Counsel and/or the Underwriter for the Bonds to provide distribution of such supplement or amendment to the Preliminary Official Statement and/or Official Statement, as the case may be, in connection with the sale of the Bonds.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body, acting for and on behalf of the City, as follows:

**SECTION 1.** That the Governing Body of the City hereby approves and adopts the Preliminary Official Statement for the sale of the Bonds in the form attached hereto as **EXHIBIT A**, and hereby authorize the Mayor and City Clerk to sign a Preliminary Official Statement in substantially the same form for and on behalf of said Governing Body.

**SECTION 2.** That the Governing Body of the City hereby approves the form of and execution of the BPA for the sale of the Bonds in the form attached hereto as **EXHIBIT B**, and hereby authorize the Mayor and City Clerk to sign the BPA in substantially the same form for and on behalf of said Governing Body with such changes and revisions as approved by the Mayor and City Clerk, if applicable, the execution of the BPA being evidence of such approval.

**SECTION 3.** The City deems the Preliminary Official Statement to be "final" as described in SEC Rule 15c2-12(b)(1) (the "Rule") for the purposes of such Rule.

**SECTION 4.** That the distribution of copies of said Preliminary Official Statement to prospective purchasers of the Bonds is hereby authorized and ratified.

**SECTION 5.** That the Governing Body authorizes the Mayor and City Clerk, as applicable, to execute the Continuing Disclosure Certificate contained in the Preliminary Official Statement in connection with the continuing disclosure requirements of the Rule.

**SECTION 6.** Upon the sale of the Bonds, the Mayor and City Clerk, as applicable, of the City are hereby authorized and directed to cause to be prepared and to execute a final Official Statement in connection with the Bonds in substantially the form of the Preliminary Official Statement, subject to minor amendments and supplement as approved by the Mayor and the City Clerk, as applicable, of the City, executing same (the execution thereof shall constitute approval of any such completions, changes, insertions and modifications).

**SECTION 7.** If in the opinion of the City, the Underwriter and Bond Counsel, a supplement or amendment to the Preliminary Official Statement and/or Official Statement is necessary to provide proper disclosure for the Bonds, the Governing Body of the City hereby authorizes (a) the Bond Counsel acting as disclosure counsel to prepare such supplement or amendment to the Preliminary Official Statement and/or the Official Statement in a form and in a manner approved by the Bond Counsel acting as disclosure counsel, and (b) the Bond Counsel and/or the Underwriter of the Bonds to provide distribution of such supplement or amendment to the Preliminary Official Statement and/or Official Statement, as the case may be, in connection with the sale of the 2016.

**SECTION 8.** All orders, resolutions or proceedings of the Governing Body in conflict with the provisions of this resolution shall be and are hereby repealed, rescinded and set aside, but only to the extent of such conflict.

**SECTION 9.** For cause, this resolution shall become effective immediately upon the adoption thereof.

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

**YEAS:**

Bradley  
Delgado  
Carroll  
Dryden  
Naylor

**NAYS:**

None

**ABSENT:**

The President thereby declared the motion carried and the resolution adopted, this the 5<sup>th</sup> day of April, 2016.

(SEAL)

ATTEST:



CLERK OF COUNCIL

ADOPTED:

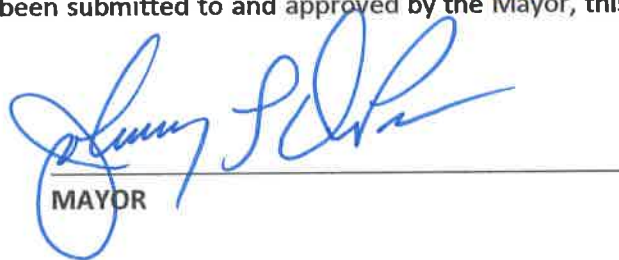


PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 5<sup>th</sup> day of April, 2016.



CITY CLERK



MAYOR

**EXHIBIT A**

**FORM OF PRELIMINARY OFFICIAL STATEMENT**

**NEW ISSUE-BOOK ENTRY****NON-RATED**

*In the opinion of Butler Snow LLP, Bond Counsel, interest on the Bonds (as defined herein) should be treated as includable in gross income of the holders thereof for federal income tax purposes. Bond Counsel is further of the opinion that under and pursuant to the Act (as defined herein), the Bonds and interest thereon are exempt from all income taxes imposed by the State of Mississippi.*

\$ \_\_\_\_\_.

**CITY OF HATTIESBURG, MISSISSIPPI  
TAXABLE TAX INCREMENT LIMITED OBLIGATION BONDS, SERIES 2016  
(WHISPERING PINES RETIREMENT COMMUNITY PROJECT)**

**Dated: Date of delivery****Due: \_\_\_\_\_ 1, as shown on  
inside of front cover**

The \$ \_\_\_\_\_ City of Hattiesburg, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) (the "Bonds"), will be payable as to principal annually beginning on \_\_\_\_\_ 1, 20\_\_\_\_, and will be payable as to interest semi-annually on April 1 and October 1 of each year (each a "Payment Date"), commencing \_\_\_\_\_ 1, 20\_\_\_\_, by check or draft mailed to the registered holder of each of the Bonds by \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, paying agent for the Bonds. The Bonds will be issuable only in the form of fully registered bonds without coupons in the denomination of \$1,000 or any integral multiple thereof.

The Bonds are issuable as fully registered instruments and will be initially issued only in book-entry form, under a book-entry system (described herein) in which The Depository Trust Company (DTC) is the securities depository for the Bonds, to the nominee of DTC (Cede & CO.), with no physical delivery of Bond certificates to the purchasers thereof. Principal and interest payments on the Bonds will be paid to the DTC nominee, which will distribute such payments to the participating members of DTC for subsequent remittance to the owners of the beneficial interest in the Bonds. Such beneficial owners will be permitted to exercise the rights of holders of Bonds only indirectly through DTC and its participating members.

The Bonds will be limited obligations of the City, and together with any Additional Bonds, as herein defined, will be secured by: (ii) the incremental increase in the ad valorem tax revenues generated by the ad valorem tax levied by the City on the real and personal property that constitutes a part of the Redevelopment Project, as herein defined, and (ii) the incremental increase in the ad valorem tax revenues generated by the ad valorem tax levied by Forrest County, Mississippi ("Forrest County") on the real and personal property that constitutes a part of the Redevelopment Project and diverted to the City pursuant to the Interlocal Agreement, as defined herein, all as described in the Tax Increment Financing Plan, Whispering Pines Retirement Community Project, Hattiesburg, Mississippi 2012, adopted September 18, 2012, as amended by the First Addendum to City of Hattiesburg, Mississippi Tax Increment Financing Plan (Whispering Pines Retirement Community Project) 2012, as may be amended from time to time, adopted on March 18, 2013 (see "THE BONDS - Security" herein).

The Bonds will be further secured by the funds on deposit in the 2016 Bonds Reserve Fund, all as defined and described herein.

The Bonds will mature in the years and principal amounts as set forth on the inside cover.

The Bonds will be subject to redemption as set forth herein under "THE BONDS - Redemption/Notice" herein.

**This cover page contains certain information for quick reference only. It is *not* a summary of the issue. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision.**

The Bonds will be offered by the City when, as and if issued and received by Duncan-Williams, Inc., Memphis, Tennessee (the "Underwriter"), subject to the approval of the validity thereof by Butler Snow LLP, Bond Counsel. Certain legal matters will be passed upon for the City by its counsel, Amos Law Offices, PLLC, Hattiesburg, Mississippi. It is expected that the Bonds in definitive form will be available for delivery on or about \_\_\_\_\_, 2016.



The date of this Official Statement is \_\_\_\_\_, 2016.

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1)). This Preliminary Official Statement and the information contained herein are subject to revision, completion or amendment in the final Official Statement. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

**EXHIBIT B**

**FORM OF BPA**



**Maturity Schedule<sup>1</sup>**  
**Bonds**

| <u>YEAR OF</u><br><u>MATURITY</u> | <u>PRINCIPAL</u><br><u>AMOUNT</u> | <u>INTEREST</u><br><u>RATE</u> | <u>PRICE</u><br><u>OR</u><br><u>YIELD</u> | <u>CUSIP</u><br><u>NUMBER</u> <sup>2</sup> | <u>YEAR OF</u><br><u>MATURITY</u> | <u>PRINCIPAL</u><br><u>AMOUNT</u> | <u>INTEREST</u><br><u>RATE</u> | <u>PRICE</u><br><u>OR</u><br><u>YIELD</u> | <u>CUSIP</u><br><u>NUMBER</u> <sup>2</sup> |
|-----------------------------------|-----------------------------------|--------------------------------|-------------------------------------------|--------------------------------------------|-----------------------------------|-----------------------------------|--------------------------------|-------------------------------------------|--------------------------------------------|
| 2016                              |                                   | ____%                          | ____%                                     |                                            | 2024                              |                                   | ____%                          | ____%                                     |                                            |
| 2017                              |                                   | ____                           | ____                                      |                                            | 2025                              |                                   | ____                           | ____                                      |                                            |
| 2018                              |                                   | ____                           | ____                                      |                                            | 2026                              |                                   | ____                           | ____                                      |                                            |
| 2019                              |                                   | ____                           | ____                                      |                                            | 2027                              |                                   | ____                           | ____                                      |                                            |
| 2020                              |                                   | ____                           | ____                                      |                                            | 2028                              |                                   | ____                           | ____                                      |                                            |
| 2021                              |                                   | ____                           | ____                                      |                                            | 2029                              |                                   | ____                           | ____                                      |                                            |
| 2022                              |                                   | ____                           | ____                                      |                                            | 2030                              |                                   | ____                           | ____                                      |                                            |
| 2023                              |                                   | ____                           | ____                                      |                                            |                                   |                                   |                                |                                           |                                            |

<sup>1</sup> Preliminary, subject to change.

<sup>2</sup> CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by Standard and Poor's CUSIP Service Bureau. A Division of McGraw-Hill Companies, Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services.

**NO DEALER, BROKER, SALESMAN OR OTHER PERSON HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATIONS WITH RESPECT TO THE BONDS OTHER THAN IS CONTAINED IN THIS OFFICIAL STATEMENT AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY THE BONDS IN ANY JURISDICTION TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN SUCH JURISDICTION. WHILE ALL INFORMATION HAS BEEN SECURED FROM SOURCES WHICH ARE BELIEVED TO BE RELIABLE, ALL PARTIES PREPARING AND DISTRIBUTING THE OFFICIAL STATEMENT MAKE NO GUARANTEE OR WARRANTY RELATING THERETO. ALL OPINIONS, INSTRUMENTS OR ASSUMPTIONS, WHETHER OR NOT EXPRESSLY IDENTIFIED, ARE INTENDED AS SUCH AND NOT AS REPRESENTATIONS OF FACT. NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY SINCE THE DATE HEREOF.**

**THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFERING OF ANY SECURITY OTHER THAN THE ORIGINAL OFFERING OF THE BONDS IDENTIFIED ON THE COVER HEREOF.**

**UPON ISSUANCE, THE BONDS WILL NOT BE REGISTERED BY THE CITY UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW, AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER FEDERAL, STATE OR OTHER GOVERNMENTAL ENTITY OR AGENCY, OTHER THAN THE CITY (TO THE EXTENT DESCRIBED HEREIN), WILL HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT OR APPROVED THE BONDS FOR SALE.**

**THIS OFFICIAL STATEMENT IS NOT TO BE CONSTRUED AS A CONTRACT OR AGREEMENT BETWEEN THE CITY AND THE PURCHASERS OR HOLDERS OF THE BONDS. ALL ESTIMATES AND ASSUMPTIONS CONTAINED HEREIN ARE BELIEVED TO BE REASONABLE, BUT NO REPRESENTATION IS MADE THAT SUCH ESTIMATES OR ASSUMPTIONS ARE CORRECT OR WILL BE REALIZED.**

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**CITY OF HATTIESBURG, MISSISSIPPI**

***JOHNNY L. DUPREE***  
**MAYOR**

**CITY COUNCIL**

***KIM BRADLEY***  
***DEBORAH DENARD DELGADO***  
***CARTER CARROLL***  
***MARY DRYDEN***  
***HENRY E. NAYLOR***

***SHARON WAITS***  
**INTERIM CITY CLERK**

***AMOS LAW OFFICES, PLLC***  
***HATTIESBURG, MISSISSIPPI***  
**CITY ATTORNEY**

***GOVERNMENT CONSULTANTS, INC.***  
***JACKSON, MISSISSIPPI***  
**FINANCIAL ADVISOR**

***BUTLER SNOW LLP***  
***RIDGELAND, MISSISSIPPI***  
**BOND COUNSEL**

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## OFFICIAL STATEMENT

\$ \_\_\_\_\_ \*

**CITY OF HATTIESBURG, MISSISSIPPI  
TAXABLE TAX INCREMENT LIMITED OBLIGATION BONDS, SERIES 2016  
(WHISPERING PINES RETIREMENT COMMUNITY PROJECT)**

### INTRODUCTORY STATEMENT

This Official Statement, including the cover page and APPENDICES A through F hereto, is furnished to prospective purchasers by the City of Hattiesburg, Mississippi (the "City"), in connection with the sale of the City's \$ \_\_\_\_\_ \* Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) (the "Bonds") to be dated as of the date of delivery thereof.

The Bonds will be issued for the purpose of providing funds necessary to (i) raise money for the purpose of paying the costs of constructing the Infrastructure Improvements (as hereinafter defined), (ii) funding the debt service reserve fund, if applicable, and (iii) paying costs of issuance for the Bonds. See "THE BONDS – The Infrastructure Improvements" herein.

The Bonds will be issued by the City under the authority of the Constitution and laws of the State of Mississippi, including Sections 21-45-1 *et seq.* of the Mississippi Code of 1972, as amended and/or supplemented from time to time (the "Act"), and pursuant to certain resolutions of the Mayor and City Council, the governing body of the City (collectively, the "Resolutions"). **THE BONDS WILL CONSTITUTE LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE TAX INCREMENT, ALL AS HEREINAFTER DEFINED, AND FROM OTHER MONIES PLEDGED THEREFOR. NEITHER THE FAITH, CREDIT OR TAXING POWER OF THE CITY NOR THE FAITH, CREDIT, OR TAXING POWER OF THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS, INCLUDING FORREST COUNTY, MISSISSIPPI ("FORREST COUNTY") WITH RESPECT TO THE BONDS.** The pledge of ad valorem taxes to the payment of the principal of and interest on the Bonds will not include ad valorem taxation by the City and Forrest County for school district purposes.

The Bonds are further secured by the 2016 Bonds Reserve (see "THE BONDS – 2016 Bonds Reserve Fund" herein).

### THE BONDS

#### General Description

The Bonds will be dated as of the date of delivery thereof, will bear interest at the respective rates shown on the inside of the cover page of this Official Statement, and will mature

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\* Preliminary, subject to change.



on \_\_\_\_\_ 1 in the respective principal amounts and years as shown on the inside of the cover page of this Official Statement.

The principal of and interest on the Bonds shall be payable at the principal corporate trust office of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the "Paying Agent"). Interest thereon will be payable on April 1 and October 1 of each year until maturity, commencing \_\_\_\_\_ 1, 20\_\_\_\_, by check mailed by the Paying Agent to the then registered owners of the Bonds. The Bonds will be issued in fully registered form in the denomination of \$1,000 each or any integral multiple thereof not to exceed an annual maturity. The principal on the Bonds shall be payable only upon presentation and surrender of the Bonds at the principal corporate trust office of the Paying Agent. Interest on the Bonds shall be remitted by the Paying Agent to the then registered owners of the Bonds at their respective addresses as shown on the registration records of the Paying Agent pertaining to the Bonds.

So long as DTC or its nominee is the registered owner of the Bonds, payments of the principal or, redemption premium, if any, and interest on the Bonds will be made directly by the Paying Agent by wire transfer of funds to Cede & Co., as nominee for DTC. Disbursement of such payments to the DTC Participants will be the sole responsibility of DTC, and the ultimate disbursement of such payments to the Beneficial Owners of the Bonds will be the responsibility of the DTC Participants and the Indirect Participants. (See the heading "Book-Entry Only System" herein below.)

#### **Authority for Issuance and Purpose**

The Mayor and City Council, acting for and on behalf of the City of Hattiesburg, Mississippi (the "Governing Body" of the "City"), being a public body corporate and politic and a municipality as defined in Title 21, Chapter 45, Section 3, Mississippi Code of 1972, as amended, is authorized and empowered by the Constitution and Statutes of the State of Mississippi, including the Act, to undertake and carry out redevelopment projects within an area determined by the Governing Body of the City to be in need of development and/or redevelopment and designated as appropriate for a redevelopment project, in accordance with redevelopment and tax increment financing plans adopted by the Governing Body of the City.

In order to facilitate the development of the City and as required by the Act, the Tax Increment Financing Redevelopment Plan of 1996 for the City of Hattiesburg, Mississippi, as may be amended from time to time (the "City Tax Increment Redevelopment Plan") has been adopted by the City, which City Tax Increment Redevelopment Plan constitutes a qualified plan under the Act. In order to facilitate the development of Forrest County and as required by the Act, the Tax Increment Financing Redevelopment Plan of 1996 for Forrest County, Mississippi, as may be amended from time to time (the "County Tax Increment Redevelopment Plan"), has been adopted by Forrest County, which County Tax Increment Redevelopment Plan constitutes a qualified plan under the Act.

In order to issue the Bonds pursuant to the City Tax Increment Redevelopment Plan and the Act, the City and Forrest County took the following actions:

- (a) The Governing Body of the City adopted a resolution declaring its intention to adopt the Tax Increment Financing Plan, Whispering Pines Retirement Community Project, Hattiesburg, Mississippi, 2012, on August 23, 2012 (the "City's Tax Increment Financing Plan"), for the Developer's Project and the Infrastructure Improvements (together, the "Redevelopment Project"), called for a public hearing to be held with respect to the City's Tax Increment Financing Plan, and gave notice of such public hearing by publication of said resolution in a newspaper having general circulation in the City, all as required by the Act. The Governing Body approved and adopted the City's Tax Increment Financing Plan on September 18, 2012, after conducting a public hearing as required by the Act.
- (b) Subsequently, the Governing Body of the City adopted a resolution to revise certain provisions of the City's Tax Increment Financing Plan in its First Addendum to City of Hattiesburg, Mississippi Tax Increment Financing Plan (Whispering Pines Retirement Community Project) 2012, on March 18, 2013 (the "First Addendum to the City's Tax Increment Financing Plan"), for the Redevelopment Project, after conducting a public hearing as required by the Act.
- (c) The Board of Supervisors of Forrest County adopted a resolution declaring its intention to adopt the Tax Increment Financing Plan, Whispering Pines Retirement Community Project, Forrest County, Mississippi, 2012, as may be amended from time to time, on August 23, 2012 (the "County's Tax Increment Financing Plan"), for the Redevelopment Project, called for a public hearing to be held with respect to the County's Tax Increment Financing Plan, and gave notice of such public hearing by publication of said resolution in a newspaper having general circulation in the County, all as required by the Act. The Board of Supervisors of Forrest County approved and adopted the County's Tax Increment Financing Plan on September 6, 2012, after conducting a public hearing as required by the Act.
- (d) The Governing Body of the City and the Board of Supervisors of Forrest County being authorized and empowered by the Constitution and statutes of the State of Mississippi, including the Act, will enter into the Interlocal Agreement, as hereinafter defined, to provide for the pledge of tax revenues derived from their respective ad valorem tax levies on the Captured Assessed Value (as defined in the Bond Resolution) of the real and personal property of the City and Forrest County comprising the Redevelopment Project to secure and provide for the payment of the principal of an interest on the Bonds, funding a 2016 Bonds Reserve Fund and paying certain fees and expenses of the Paying Agent all as set forth in the Bond Resolution. The Governing Body and the Board of Supervisors of the City and Forrest County, respectively, on February 2, 2016, and February 1, 2016, respectively, approved and adopted the Interlocal Agreement, by and between the City and Forrest County. The Interlocal Agreement provides that Forrest County will pledge, divert and pay to the City that portion of the Tax Increment (as defined in the Bond Resolution) collected by Forrest County sufficient to pay their portion of the debt service on the Bonds.

### **Additional Bonds**

The Governing Body of the City may authorize the issuance of additional bonds payable from the Tax Increment (the "Additional Bonds") pursuant to one or more resolutions of the

Governing Body (the "Supplemental Resolution") under the provisions of the Bond Resolution for purposes authorized under the Act; provided, however, the City shall obtain a certificate signed by the Forrest County Tax Assessor certifying to the amount of the Tax Increment for the calendar year preceding the issuance of such Additional Bonds and such Tax Increment, shall be sufficient to provide *at least 1.20 to 1 debt service coverage of the combined* annual debt service on the Bonds and such Additional Bonds. Such Additional Bonds shall comply with the terms and provisions of the Bond Resolution and shall be on parity with the Bonds with respect to the Tax Increment.

### **The Infrastructure Improvements**

A portion of the proceeds of the Bonds will finance certain infrastructure improvements, which may include, but are not necessarily limited to, installation of utilities such as water, sanitary sewer and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curbs and gutters parking, sidewalks; installation of traffic signalization and signage; grading; lighting and landscaping of rights-of-way; purchase of rights-of-way and other property necessary for the installation of the infrastructure and other improvements described hereinabove; capitalized interest; and other related expenses such as engineering; all expenses in connection with the authorization, sale, and issuance of bonds, or indebtedness; TIF plan preparation fees and other incidental related costs; and related professional fees. Certain of the Infrastructure Improvements will be dedicated to the City and available to the general public on a continuous basis and made available to the City for such purposes.

### **The Redevelopment Project**

The Redevelopment Project is more particularly described as follows: together (i) the redevelopment of a high-quality continuing care retirement community with additional supporting commercial, retail, and medical service providers on the Highway 11 corridor in Hattiesburg, Mississippi, consisting of four phases which include (Phase I) 44 assisted living units, 14 memory care units, with room for future expansion, and 12 independent living units, (Phase II) 120 bed nursing home, (Phase III) a large apartment complex and (Phase IV) approximately 100,000 square feet of commercial space, Phase I, II and III being all located on approximately 28.75± acres within the City, and Phase IV being located on the remaining 23.24± acres, as more particularly described in EXHIBIT A of the City's Tax Increment Financing Plan; and (ii) the Infrastructure Improvements.

The Developer's Project is currently at \_\_\_% occupancy (see "APPENDIX A - REDEVELOPMENT PROJECT SITE MAP" herein). The owner of the Developer's Project is Whispering Pines Retirement Community, LLC, a Mississippi limited liability company.

### **Security**

For the purpose of effecting and providing for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue, fund any shortfall in the 2016

Bonds Reserve Fund and paying the fees and expenses of the Paying Agent pursuant to the Bond Resolution, there have been irrevocably pledged the avails of the Tax Increment (as hereinafter defined), and the amounts held on behalf of the City in the funds and accounts established in the Bond Resolution described as follows: (i) City of Hattiesburg, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) 2016 Construction Fund (the "2016 Construction Fund"), which fund is being utilized to acquire the Infrastructure Improvements of the Redevelopment Project, (ii) 2016 Bonds Reserve Fund, (iii) Tax Increment Surplus Fund, as hereinafter defined, and (iv) City of Hattiesburg, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) 2016 Bond Fund (the "2016 Bond Fund"). Should there be a failure in any year to comply with the requirements of the Bond Resolution, such failure shall not impair the right of the Registered Owners of any of the Bonds in subsequent years to receive payments of principal of and interest on the Bonds from avails of the Tax Increment, or amounts in the funds and accounts pledged pursuant to the Bond Resolution.

The City Assessment Certificate, the form of which is attached hereto as "APPENDIX C – FORM OF CITY ASSESSMENT CERTIFICATE," will set forth the estimated amount of ad valorem tax revenue available for payment of the principal of and interest on the Bonds, funding any shortfall in the 2016 Bonds Reserve Fund and the paying fees and expenses of the Paying Agent, based upon current City millage rates. This estimated added increment of the City and County ad valorem tax shall represent the Tax Increment projected to be available for payment of the principal and interest on the Bonds along with the fees and expenses of the Paying Agent and funding any shortfall in the 2016 Bonds Reserve Fund. See "THE BONDS – Projected Debt Service Coverage" for the Bonds below.

At the present time it is unknown what other commercial development will occur within the boundaries of the Redevelopment Project. However, all added increments of City and County ad valorem taxation on future real and personal property development within the Redevelopment Project collected by Forrest County and remitted to the City within the Redevelopment Project are pledged to the payment of the principal and interest on the Bonds, funding any shortfall in the 2016 Bonds Reserve Fund and paying the fees and expenses of the Paying Agent.

At such time as the amount of the Tax Increment is determined and the annual principal and interest payments for the Bonds, funding of any shortfall in the 2016 Bonds Reserve Fund and the fees and expenses of the Paying Agent have been deducted from the Tax Increment and set aside for such payments, any Tax Increment Surplus is to be deposited to the Tax Increment Surplus Fund.

**"Captured Assessed Value"** shall mean the incremental increase in assessed value of the real property, including improvements thereon, located within the District Property when the Original Assessed Value is subtracted from the Current Assessed Value as of January 1, 2016 and each January 1 thereafter, all as set forth in the annual Assessment Certificate of each the County Tax Assessor and/or the Clerk of the City.

**"Current Assessed Value"** shall mean the estimated true value of the

Redevelopment Project and all improvement thereon that constitute real property and personal property as determined by the County Tax Assessor as of January 1, 2016, and on each January 1 thereafter, said determination being made pursuant to information made available to the County Tax Assessor by the owner of the Redevelopment Project and the District Property.

**"District Property"** or **"Tax Increment Financing District"** shall mean the real property, including improvements thereon located within the City and Forrest County as more fully described and identified in the City's Tax Increment Financing Plan as the "Tax Increment Finance District."

**"Original Assessed Value"** shall mean the assessed value of the real and personal property located within the District Property, as of September, 2012 (\$902) as certified by the Forrest County Tax Assessor and/or the Clerk of the City and as defined in Section 21-45-21 of the Act.

**"Tax Increment"** shall mean the added increments of City ad valorem tax revenue and County ad valorem tax revenue resulting from the taxation of the Captured Assessed Value of the real and personal property contained within the District Property and forming a part of the Redevelopment Project (excluding ad valorem taxes for school district purposes), which shall be necessary and sufficient to pay the principal of and interest on the Bonds and any future series of bonds issued by the City for the Redevelopment Project together with the annual fees and expenses of the Paying Agent.

**"Tax Increment Surplus"** shall mean the remainder of the Tax Increment after deducting amounts necessary to pay the debt service on the Bonds, pay the annual fees and expenses of the Paying Agent and fund any shortfall in the 2016 Debt Service Reserve Requirement; provided however, if the balance in the 2016 Bonds Reserve Fund equals the 2016 Debt Service Reserve Requirement such Tax Increment Surplus shall be deposited in the Tax Increment Surplus Fund and used pursuant to the provisions of the Bond Resolution and as described below under "THE BONDS – Tax Increment Surplus Fund."

**"Tax Increment Surplus Fund"** shall mean the City of Hattiesburg, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) Tax Increment Surplus Fund provided for in the Bond Resolution.

## **2016 Bonds Reserve Fund**

The City has established the 2016 Bonds Reserve Fund for the Bonds. The City shall deposit into the 2016 Bonds Reserve Fund funds as follows: (i) a portion of the proceeds of the Bonds designated on the date of delivery of the Bonds; and (ii) funds identified as the Tax Increment Surplus to meet any deficiency in the 2016 Debt Service Reserve Requirement, as hereinafter defined. On or before five days prior to each Interest Payment Date for the Bonds,

the City shall transfer monies to the 2016 Bond Fund to the extent there is insufficient funds deposited therein to make the debt service payment for the Bonds on the next Interest Payment Date for the Bonds. "2016 Debt Service Reserve Requirement" shall mean fifty percent (50%) of the lesser of the following: (i) ten percent (10%) of the stated principal amount of the Bonds; (ii) the maximum annual principal and interest requirement for the Bonds, (iii) one hundred twenty-five percent (125%) of the average annual principal and interest payments on the Bonds, or (iv) such amount requested by the Underwriter for the Bonds, or if such issue of Bonds has more than a de minimis amount (as defined in Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, ten percent (10%) of the issue price (as defined in Section 1.148-1(b) of the Treasury Regulations). The 2016 Debt Service Reserve Requirement is projected to be \$ \_\_\_\_\_.

### **Tax Increment Surplus Fund**

The City has established the Tax Increment Surplus Fund. Funds on deposit in the Tax Increment Surplus Fund shall be used to meet any deficiency in (i) the Tax Increment necessary to make payments on the Bonds on any Interest Payment Date and to the Paying Agent, and (ii) in the 2016 Debt Service Reserve Requirement.

### **Projected Debt Service Coverage\***

The Tax Increment anticipated to be generated from the Redevelopment Project are expected to be sufficient to support the debt service on the Bonds (see "APPENDIX B - PROCEDURES FOR REAL AND PERSONAL PROPERTY ASSESSMENTS AND TAX LEVIES" and "APPENDIX E - HISTORICAL AD VALOREM TAX COLLECTIONS AND ASSESSED VALUATIONS FOR THE DISTRICT PROPERTY" herein). Using the Tax Increment, estimates for calendar year 2016 for the Redevelopment Project, the City has projected a debt service coverage ratio of approximately \_\_\_\_% calculated as follows:

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\* Preliminary, subject to change.

Added increment of City and County  
ad valorem revenues estimated to be  
generated from the Redevelopment Project<sup>(1)</sup>): \$145,101

Total Available \$145,101

Less highest annual debt service on the Bonds:

Excess Tax Increment:

2016 Debt Service Coverage Ratio:

(1) The City's estimated ad valorem increment revenues generated from the Redevelopment Project are \$\_\_\_\_\_. Forrest County's estimated ad valorem increment revenues generated from the Redevelopment Project are \$\_\_\_\_\_.

based on the following assumptions and information:

**Added Increment of City and County Ad Valorem Revenues (2016 Estimate)**

The construction of the Redevelopment Project will generate additional ad valorem tax revenues for the City, Forrest County, and the City school districts. The following are estimates of new ad valorem tax revenues expected to be generated by the Redevelopment Project. Estimates for real property taxes are based on assumed true values of \$\_\_\_\_\_ for the land and building, and estimates for personal property taxes are based upon an estimated true value of \$\_\_\_\_\_ for the furniture, fixtures, and inventory.

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### Real and Personal Property Taxes

| Entity                 | Millage Rates | After the Project                    |
|------------------------|---------------|--------------------------------------|
| City                   |               |                                      |
| Real/Personal Property | 49.52         | \$ <u>          1          </u>      |
|                        |               |                                      |
| Forrest County         |               |                                      |
| Real/Personal Property | 63.17         | \$ <u>          2          </u>      |
|                        |               |                                      |
| School District        |               |                                      |
| Real/Personal Property | 64.89         | \$ <u>                          </u> |
|                        |               |                                      |
| <b>TOTAL</b>           |               | \$ <u>                          </u> |

**Note:** Assumes constant values and millage rates.

- (1) Excludes added increments of City ad valorem tax revenue for the Library of Hattiesburg, Petal and Forrest County and the Municipal Police and Fireman Municipal Retirement System.
- (2) Excludes added increments of County ad valorem tax revenue for the Library of Hattiesburg, Petal and Forrest County.

### City Assessment Certificate

The City Clerk will deliver at closing and annually thereafter a certificate for and on behalf of the City in the form set forth in "APPENDIX C- FORM OF CITY ASSESSMENT CERTIFICATE" hereto, under which the Forrest County Tax Assessor and the City Clerk, as applicable, will certify to the Original Assessed Value, Current Assessed Value, Captured Assessed Value and the Tax Increment with respect to the incremental increase in assessed value and increased City ad valorem taxes, respectively, generated by levying ad valorem taxes on the real and personal property of Forrest County and the City that constitutes a part of the Redevelopment Project. See "APPENDIX C – CITY ASSESSMENT CERTIFICATE" attached hereto for details.

### Redemption/Notice

#### Optional Redemption

The Bonds are subject to optional redemption prior to their stated dates of maturity to the extent provided in the Bond Purchase Agreement.

#### Notice

Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners of the Bonds thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of the Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If



such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

### **Registration and Payment of the Bonds**

The Bonds as initially issued will be dated the date of delivery thereof. Principal on the Bonds will be payable on \_\_\_\_\_ 1 of each year, beginning \_\_\_\_\_ 1, 20\_\_, by check or draft mailed to the registered owner as shown on the registration records kept by the Paying Agent, acting as Bond Registrar at the main corporate trust office of the Paying Agent (the "Bond Registrar") on the fifteenth (15<sup>th</sup>) day (whether or not a business day) of the calendar month preceding such \_\_\_\_\_ 1. The Bonds will mature on the dates and in the amounts, and will bear interest to maturity at the rates, set forth on the inside of the front cover page. The principal of the Bonds is payable when due to the registered owner upon presentation of the Bonds at the principal corporate trust office of the Paying Agent. For so long as a book-entry only system is used for determining beneficial ownership of the Bonds, such interest shall be payable to DTC or its nominee. Disbursement of such payments to the DTC Participants is the responsibility of DTC and disbursement of such payments to the beneficial owners of the Bonds is the responsibility of the DTC Participants or the Indirect Participants (see, "Book-Entry Only System," herein).

### **Book-Entry Only System**

The Bonds will be available only in book-entry form in the principal amount of \$1,000 or any integral multiple thereof. DTC will act as the initial securities depository for the Bonds. The ownership of one fully registered Bond for each maturity, in the aggregate principal amount of such maturity, will be registered in the name of Cede & Co., as nominee of DTC.

DTC is a limited purpose trust company organized under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC was created to hold securities of its participants (the "DTC Participants") and to facilitate the clearance and settlement of securities transactions among DTC Participants in such securities through electronic book-entry changes in accounts of the DTC Participants, thereby eliminating the need for physical movement of security certificates. DTC Participants include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations, some of whom (and/or their representatives) own DTC. Access to the DTC system is also available to others, such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with DTC Participant, either directly or indirectly (the "Indirect Participants").

Purchases of the Bonds under the book-entry only system may be made only through brokers and dealers who are, or act through, DTC Participants. Each DTC Participant will receive a credit balance in the records of DTC in the amount of such DTC Participant's ownership interest in the Bonds. The ownership interest of each actual purchaser of a Bond (a "Beneficial Owner") will be recorded through the records of the DTC Participant or the Indirect Participant. Beneficial owners are to receive a written confirmation of their purchase providing certain details of the Bonds acquired. Transfers of ownership of Bonds will be accomplished only by book entries made by DTC and, in turn, by DTC Participants or Indirect Participants who act on behalf of the beneficial owners. Beneficial owners of the Bonds will not receive nor have the right to receive physical delivery of Bonds, and will not be or be considered to be Holders thereof under the resolution adopted by the Mayor and City Council of the City on \_\_\_\_\_, 2016 (the "Bond Resolution"), except as specifically provided in the Bond Resolution in the event the book-entry system is discontinued.

SO LONG AS CEDE & CO., AS NOMINEE OF DTC, IS THE REGISTERED OWNER OF THE BONDS, REFERENCES HEREIN TO THE HOLDERS OR REGISTERED OWNERS OF THE BONDS SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS.

The City and the Paying Agent may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purpose of payment of the principal of or interest or premium, if any, on the Bonds, selecting Bonds and portions thereof to be redeemed, giving any notice permitted or required to be given to holders of the Bond under the Bond Resolution, including any notice of redemption, registering the transfer of Bonds, obtaining any consent or other action to be taken by holders of the Bonds and for all other purposes whatsoever, and shall not be affected by any notice to the contrary. The City and the Paying Agent shall not have any responsibility or obligation to any DTC Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any DTC Participant, or any other person which is not shown on the registration books of the City (kept by the Paying Agent) as being a Bondholder, with respect to: the accuracy of any records maintained by DTC or any DTC Participant or Indirect Participant regarding ownership interests in the Bonds; the payment by DTC or any DTC Participant or Indirect Participant of any amount in respect of the principal of or interest or premium, if any, on the Bonds; the delivery to any DTC Participant or Indirect Participant or any Beneficial Owner of any notice which is permitted or required to be given to Bondholders under the Bond Resolution, including any notice of redemption; the selection by DTC, any DTC Participant or any Indirect Participant of any person to receive payment in the event of a partial redemption of the Bonds; or any consent given or other action taken by DTC as a Bondholder.

Neither DTC nor its nominee, Cede & Co., provide consents with respect to any security. Under its usual procedures, DTC mails an omnibus proxy to the issuer of the securities for which it is acting as securities depository as soon as possible after the establishment of a "record date" by the issuer for purposes of soliciting consents from the holders of such securities. The omnibus proxy assigns Cede & Co.'s voting rights to those DTC Participants having such securities credited to their accounts on such record date.

Principal or redemption price of, and interest on, the Bonds will be paid to DTC or its

nominee, Cede & Co., as registered owner of the Bonds. Disbursement of such payments to the DTC Participants is the responsibility of DTC and disbursement of such payments to the beneficial owners of the Bonds is the responsibility of the DTC Participants or the Indirect Participants. Upon receipt of any such payments, DTC's current practice is to immediately credit the accounts of the DTC Participants in accordance with their respective holdings shown on the records of DTC. Payments by DTC Participants and Indirect Participants to beneficial owners of the Bonds will be governed by standing instructions and customary practices, as is now the case with municipal securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such DTC Participant or Indirect Participant and not of DTC or the Paying Agent, subject to any statutory and regulatory requirements then in effect.

As long as the book-entry only system is used for the Bonds, any notice of redemption or any other notices required to be given to Bondholders will be given only to DTC. Any failure of DTC to advise any DTC Participant, or of any DTC Participant to notify any Indirect Participant, or of any DTC Participant or Indirect Participant to notify any Beneficial Owner, of any such notice and its content or effect will not affect the validity of the redemption of the Bonds called for redemption or of any other action premised on such notice. Conveyance of notices and other communications by DTC to DTC Participants, by DTC Participants to Indirect Participants and by DTC Participants and Indirect Participants to beneficial owners will be governed by arrangements among them, subject to any statutory and regulatory requirements as may be in effect from time to time. Beneficial owners may desire to make arrangements with a DTC Participant or Indirect Participant so that all notices of redemption or other communications to DTC which affect such beneficial owners will be forwarded in writing by such DTC Participant or Indirect Participant.

NEITHER THE CITY NOR THE PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO SUCH DTC PARTICIPANTS, OR THE PERSONS FOR WHOM THEY ACT AS NOMINEES WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS, OR THE BENEFICIAL OWNERS OF THE BONDS.

For every transfer and exchange of a beneficial ownership interest in the Bonds, a Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

### **Discontinuation of the Book-Entry Only System**

DTC may determine to discontinue providing its service with respect to the Bonds at any time by giving reasonable notice to the City or the Paying Agent. In addition, if the City determines that (a) DTC is unable to discharge its responsibilities with respect to the Bonds or (b) continuation of the system of book-entry only transfers through DTC is not in the best interests of the beneficial owners of the Bonds or of the City, the City may thereupon terminate the services of DTC with respect to the Bonds. If for any such reason the system of book-entry only transfers through DTC is discontinued, Bond certificates will be delivered as described in the Bond Resolution in fully registered form in the principal amount of \$1,000 or any integral multiple thereof in the names of beneficial owners or DTC Participants; provided, however, that

in the case of any such discontinuance the City may within 90 days thereafter appoint a substitute securities depository which, in the City's opinion, is willing and able to undertake the functions of DTC upon reasonable and customary terms.

In the event the book-entry system is discontinued, the persons to whom Bond certificates are delivered will be treated as "Bondholders" for all purposes of the Bond Resolution, including giving the City any notice, consent, request or demand pursuant to the Bond Resolution for any purpose whatsoever. In such event, the Bonds will be transferable to such Bondholders, interest on the Bonds will be payable by check or draft of the Paying Agent mailed to such Bondholders, and the principal and redemption price of all Bonds will be payable at the principal corporate trust office of the Paying Agent as described under the heading "THE BONDS - Registration, Transfer and Exchange" herein.

Portions of the foregoing concerning DTC and DTC's book-entry system are based on information furnished by DTC to the City. No representation is made herein by the City or the Underwriter as to the accuracy or completeness of such information.

### **Denomination and Transfer**

The Bonds are to be fixed-rate bonds in fully registered form in the denomination of \$1,000 or any integral multiple thereof. Ownership of any Bond is transferable upon surrender thereof to the Bond Registrar, together with an assignment duly executed by the registered owner or his attorney or legal representative, in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer of ownership, the Bond Registrar shall cause to be authenticated and delivered a new Bond or Bonds registered in the name or names of the transferee(s) in any denomination that is a multiple of \$1,000 in the same aggregate principal amount, maturity and interest rate as the Bonds surrendered for such transfer. The Bonds may be exchanged by the Bond Registrar for a like principal amount of Bonds of the same maturity of other authorized denominations. For every exchange or registration or transfer of Bonds, the Bond Registrar may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge may be made to the owner for any exchange or registration or transfer of the Bond.

### **Use of Proceeds**

The City expects that the total sources and uses of the proceeds from the sale of the Bonds will be as follows:

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**SOURCES:**

|                                  |                  |
|----------------------------------|------------------|
| Principal amount of the Bonds    | \$               |
| Less net original issue discount |                  |
| <b>TOTAL</b>                     | <b><u>\$</u></b> |

**USES:**

|                                                      |                  |
|------------------------------------------------------|------------------|
| Deposit to 2016 Construction Fund for the following: |                  |
| Costs of Infrastructure Improvements                 | \$               |
| Less Underwriter's discount                          |                  |
| Costs of Issuance of the Bonds                       |                  |
| <b>TOTAL</b>                                         | <b><u>\$</u></b> |

**Financial Advisor**

The City has retained the firm of Government Consultants, Inc., Jackson, Mississippi, as municipal registered independent advisor (the "Financial Advisor") to the City in connection with the issuance of the Bonds. In such capacity the Financial Advisor has provided recommendation and other financial guidance to the City with respect to the preparation of documents, the preparation for the sale of the Bonds and of the time of the sale, taxable bond market conditions and other factors related to the sale of said Bonds.

Although the Financial Advisor performed an active role in drafting of the Official Statement, it has not independently verified any of the information set forth herein. The information contained in this Official Statement has been obtained primarily from municipal records and from other sources which are believed to be reliable, including financial records of the City and other entities which may be subject to interpretation. No guarantee is made as to the accuracy or completeness of any information obtained from sources other than the City. Any summaries or excerpts of statutes, ordinances, resolutions or other documents do not purport to be complete statements of same and reference is made to such original sources in all respects.

**RISKS TO THE OWNERS OF THE BONDS****General**

The Bonds will be payable solely from the Tax Increment, and the amounts held on behalf of the City in the funds and accounts established in the Bond Resolution, including the 2016 Bonds Reserve Fund. The ability of the City to pay principal of, redemption premium, if any, and interest on the Bonds depends primarily upon the receipt by the City of the Tax Increment in an amount sufficient to pay the debt service on the Bonds and any deficiency in the 2016 Bonds Reserve Fund. While the City anticipates receiving sufficient Tax Increments to pay the debt service on the Bonds and any deficiency in the 2016 Bonds Reserve Fund, there can be no representation or assurance that the City will realize sufficient Tax Increments from the Redevelopment Project to meet financial projections. Except for the 2016 Bonds Reserve Fund, there is not fund which is required to contain amounts to make up for any deficiencies in the Tax Increment.

## **Tax Matters**

Although the Bonds are issued by the City, interest on the Bonds is not excludable from gross income for federal income tax purposes under the Code. **Interest on the Bonds will be fully subject to federal income taxation; thus the Registered Owner of the Bonds generally must include interest on the Bonds in gross income for federal income tax purposes.**

Under existing law, Bond Counsel is of the opinion that, interest on the Bonds is exempt from all present taxes imposed by the State of Mississippi and any county, municipality or other political subdivision of the State of Mississippi.

## **Remedies; Bankruptcy**

The City is a "Municipality" as that term is defined in Title 11 of the United States Code (the "Bankruptcy Code").<sup>3</sup> Section 109(c) of the Bankruptcy Code prescribes the conditions and circumstances under which a Municipality may file a petition for relief under the Bankruptcy Code. As a debtor, a Municipality may *only* file for relief pursuant to Chapter 9 of the Bankruptcy Code ("Chapter 9"). Pursuant to Section 303(a) of the Bankruptcy Code, no creditor or judgment holder of a Municipality may file a Chapter 9 petition on behalf of a Municipality.

Pursuant to Section 109(c)(2) of the Bankruptcy Code, before a municipality may file a petition under Chapter 9 of the Bankruptcy Code, a municipality must be specifically authorized by (a) state law or (b) a governmental officer or organization empowered to authorize such a filing. Accordingly, before a Municipality in the State may file for Chapter 9 protection, it must have specific authority granted to it. Currently, there is no State statute that prescribes, authorizes or otherwise contains authorization for any Municipality to file for Chapter 9 protection, or delegates such authority to a governmental officer or organization. As such, in order for a State Municipality, including the County, to file for Chapter 9 relief, the Municipality must obtain specific authority from the State Legislature.

The State Legislature is comprised of the Senate and the House of Representatives. The Senate is composed of 52 members, and the House of Representatives consists of 122 members. Each member of each chamber is elected to a four-year term. In the State, the Legislature convenes annually on the first Tuesday after the first Monday each January. Regular sessions of the State Legislature last 90 days in all years of an administration except for the first session after a new governor has been elected, when a 125-day session is held.

In order to obtain specific authority from the State Legislature to file for relief pursuant to Chapter 9, a Municipality would have to request both houses during the annual session of the State Legislature to approve a bill authorizing the Municipality to file for relief pursuant to Chapter 9 and such bill would have to be signed into law by the Governor of the State. There is no appeal process or any other proceeding under current State law that the Municipality may pursue if such requested specific authority is not granted by the State Legislature.

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<sup>3</sup> Section 101(40) of the Bankruptcy Code provides that "[t]he term 'municipality' means political subdivision or public agency or instrumentality of a State." 11 U.S.C. § 101(40).

## **Completion of Infrastructure Improvements**

As they relate to the Bonds, Phase I and Phase III of the Infrastructure Improvements relating to the Developer's Project have been completed.

## **UNDERWRITING**

The Bonds are being purchased for reoffering by the Underwriter at a purchase price of \$\_\_\_\_\_, which purchase price is equal to the aggregate principal amount of the Bonds of \$\_\_\_\_\_, plus/less a net original issued premium/discount of \$\_\_\_\_\_, less an Underwriter's discount of \$\_\_\_\_\_. The obligation of the Underwriter to accept delivery of the Bonds is subject to various conditions stated in the bond purchase agreement for the Bonds.

The Underwriter may offer and sell the Bonds to other dealers and other purchasers at prices lower than the public offering prices stated on the inside of the cover page hereof for the Bonds. The initial public offering prices for the Bonds may be changed from time to time by the Underwriter.

## **MISCELLANEOUS AND LEGAL INFORMATION**

### **No Default on Securities of City**

No securities of the City have been in default as to principal or interest payments or in any other material respects at any time in the last 25 years. No principal or interest on any obligations of the City is past due.

### **Bond Proceeds for Current Operating Expenses**

No proceeds from the sale of securities (except tax anticipation notes issued against revenues of a current fiscal year) have been used for current operating expenses at any time in at least the last 10 years.

### **Pension Plan**

The City has no pension plan or retirement plan for employees. The City employees are members of and contribute to the Mississippi Public Employees' Retirement System ("**PERS**"), a cost-sharing, multiple-employer, defined benefit pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. The PERS Board of Trustees authority to determine contribution rates is established Section 25-11-1 *et seq.* of the Mississippi Code of 1972 and may be amended only by the State Legislature.

The Governmental Accounting Standards Board ("**GASB**") approved two (2) new standards on June 25, 2012, that will substantially improve the accounting and financial reporting of public employee pensions by state and local governments, including the State. Statement No. 67, Financial Reporting for Pension Plans, revises existing guidance for the financial reports of most pension plans. Statement No. 68, Accounting and Financial Reporting

for Pensions as amended by Statement No. 71, revises and establishes new financial reporting requirements for most governments that provide their employees with pension benefits.

The Provisions in Statement 67 are effective for financial statements for period beginning after June 15, 2013. The provisions in Statement 68 and Statement 71 are effective for fiscal years beginning after June 15, 2014. PERS is compliant with Statement 67 and is making plans to fully comply with Statements 68 and 71.

The PERS employer contribution rate was 9.75 percent in fiscal year 2005 with an increase in fiscal year 2006 to 10.75 percent. Beginning in fiscal year 2007, the employer contribution rate increased from 10.75 percent in .55 percent increments until the target rate of 11.85% was met in fiscal year 2008. Use of the phased-in employer contribution rate increase resulted in an annual contribution deficit for fiscal year 2007. The purposes of the phased-in approach was to moderate the impact to the State of a contribution rate increase. A slight increase in the employer contribution rate was implemented in fiscal year 2010, from 11.85 percent to 12.0 percent. In fiscal year 2010, the actuary's recommended employer contribution rate was to increase from 12.0 percent to a projected 13.56 percent for fiscal year 2011. In lieu of the employer contribution rate increase, the member contribution rate was increased from 7.25 to 9.0 percent for fiscal year 2011, which produced a decrease in employer normal cost. The reduction in normal cost, coupled with favorable investment experience, resulted in a revised recommended employer contribution rate decreased from 13.56 percent to 12.93 percent, which became effective January 1, 2012. The employer contribution rate increased in fiscal year 2013 to 14.26 percent and in fiscal year 2014, the Board implemented a revised funding policy aimed at stabilizing the employer contribution rate, which was set at 15.75 percent, and established a goal for the Plan to be 80.0 percent funded by 2042. At June 30, 2015, PERS employers' total pension liability was \$40.4 billion. The plan fiduciary net position was \$24.9 billion resulting in a net pension liability of \$15.5 billion. The plan fiduciary net position as a percentage of the total pension liability was 61.7 percent using measurements established by GASB Statement No. 67, Financial Reporting for Pension Plans. PERS latest publicly available financial report for 2015 is available on the PERS website located at [www.pers.ms.gov/content/CAFR/CAFR2015](http://www.pers.ms.gov/content/CAFR/CAFR2015).

At September 30, 2013, PERS members were required to contribute 9% of their annual covered salary, and the City is required to contribute at an actuarially determined rate. The rate at September 30, 2013 was 15.75% of annual covered payroll. The City's contributions (employer share only) to PERS for the years ending September 30, 20\_\_, 20\_\_ and 20\_\_, were \$\_\_, \$\_\_ and \$\_\_, respectively, equal to the required contributions for each year. (This information will be in the latest audited financials of the issuer).

### **Reappraisal of Property and Limitation on Ad Valorem Levies**

Senate Bill No. 2672, General Laws of Mississippi, Regular Session 1980, codified in part as Sections 27-35-49 and 27-35-50, Mississippi Code of 1972 (the "Reappraisal Act"), provides that all real and personal property in the State shall be appraised at true value and assessed in proportion to true value. To insure that property taxes do not increase dramatically as the counties complete reappraisals, the Reappraisal Act provides for the limit on increase in tax revenues discussed below.



The statute limits ad valorem tax levies by the City subsequent to October 1, 1980, to a rate which will result in an increase in total receipts of not greater than ten percent (10%) over the previous year's receipts, excluding revenue from ad valorem taxes on any newly constructed properties, any existing properties added to the tax rolls or any properties previously exempt which were not assessed in the next preceding year. This limitation does not apply to levies for the payment of principal of and the interest on general obligation bonds issued by the City or to certain other specified levies. This limitation may be increased only if the proposed increase is approved by a majority of those voting in an election held on such question.

On August 20, 1980, the Mississippi Supreme Court rendered its decision in State Tax Commission v. Fondren, 387 So.2d 712, affirming the decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, wherein the Mississippi Department of Revenue (formerly the State Tax Commission) was enjoined from accepting and approving assessment rolls from any county in the State for the tax year 1983 unless the Mississippi Department of Revenue equalized the assessment rolls of all of the counties. Due to the intervening passage of the Reappraisal Act, the Supreme Court reversed that part of the lower court's decree ordering the assessment of property at true value (although it must still be appraised at true value), holding instead that assessed value may be expressed as a percentage of true value. Pursuant to the Supreme Court modification of the Chancellor's decree, on November 15, 1980, the Mississippi Department of Revenue filed a master plan to assist counties in determining true value. On February 7, 1983, the Chancery Court granted an extension until July 1, 1984, of its previous deadline past which the Mississippi Department of Revenue could not accept and approve tax rolls from counties which had not yet reappraised. The City has completed reappraisal.

### **Legal Proceedings**

There are no pending legal proceedings which might be expected to affect the City's ability to perform its obligations to the holders of the Bonds being offered for sale.

### **Ratings**

No application for a rating for the Bonds from a nationally recognized rating agency has been made and none is expected to be made.

### **Validation**

Prior to issuance, the Bonds will be validated before the Chancery Court of Forrest County as provided by Sections 31-13-1 through 31-13-11, Mississippi Code of 1972, as amended.

### **Approval of Legal Proceedings**

All legal matters in connection with the authorization and issuance of the Bonds are subject to the unqualified approving opinion of Butler Snow LLP, the form of such opinion being attached hereto as "APPENDIX E - FORM OF OPINION OF BOND COUNSEL." No representation is made to the holders of the Bonds that such Bond Counsel has verified the

accuracy, completeness or fairness of the statements in the Official Statement, and Bond Counsel assumes no responsibility to the holders of the Bonds, except for the matters set forth in such opinion.

### **Continuing Disclosure**

The City has covenanted for the benefit of the owners of the Bonds to provide certain financial information and operating data relating to the Bonds within twelve months after the end of each fiscal year of the City ending in or after September 30, 20\_\_ (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events, in certain cases if deemed material under federal laws. The Annual Report and notices of material events will be filed by the City with (a) the Municipal Securities Rulemaking Board (the "MSRB") through MSRB's Electronic Municipal Market Assess system at <http://emma.msrb.org> ("EMMA") in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") pursuant to SEC Rule 15c2-12(b)(5) (the "Rule"), and with (b) any public or private repository or entity designated by the State as a State repository, if any, for the purposes of the Rule. This information will be made available free to securities brokers and the general public through EMMA. For the procedures for all filings and notices due to the MSRB, instructions will be provided on the following website for MSRB: <http://emma.msrb.org>. The specific nature of the information to be contained in the Annual Report or the notices of material events is summarized in APPENDIX D to this Official Statement. These covenants have been made in order to assist the Underwriter in complying with the Rule. *Investors should note that if the Bonds are issued in an amount less than \$1,000,000, then the Bonds will be exempt from the Rule and no continuing disclosure undertaking will be entered into with respect to the Bonds.*

There have been instances in each of the past five years that the City has failed to file certain annual financial information and operating data as required by its prior continuing disclosure undertakings. On November 17, 2014, March 29, 2015 and September 30, 2015, the City did file certain information required under its continuing disclosure undertakings, including notice of failure to file certain information required under its continuing disclosure undertakings for its prior debt subject to the Rule. The City also filed on April 14, 2015, a material events notice regarding changes in the bond ratings affecting the City's outstanding debt subject to the Rule as it related to the downgrade of certain municipal bond insurance companies. Said failure to file and material event notices can be found on EMMA.

The City's previous continuing disclosure undertaking requirements regarding the filing of updated financial information and operating data, including the audited financial information, or unaudited financial information, if applicable, and budgets by March 31 following the end of its September 30 fiscal year, is more restrictive than the annual filing requirements under the Rule. The City has revised the continuing disclosure undertaking for the Bonds to provide, consistent with the Rule, flexibility as to the timing of the filing requirements, in order to allow for compliance with the Rule.

The City adopted policies and procedures on November 4, 2014 (the "Policy") to ensure timely filing of its Annual Report. The City has hired a dissemination agent to file the City's required Annual Report.

**Miscellaneous**

The reference, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Bonds, the security for the payment of the Bonds and the rights and obligations of the holders thereof.

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The information contained in this Official Statement has been taken from sources considered reliable, but is not guaranteed. To the best of our knowledge, information in this Official Statement does not include any untrue statement of material fact; nor does the information omit the statement of any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

**CITY OF HATTIESBURG, MISSISSIPPI**

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**MAYOR**

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**DEPUTY CITY CLERK**

**APPENDIX A**

**REDEVELOPMENT PROJECT SITE MAP**

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**[INSERT MAP OF REDEVELOPMENT PROJECT SITE]**

## **APPENDIX B**

### **PROCEDURES FOR REAL AND PERSONAL PROPERTY ASSESSMENTS AND TAX LEVIES**



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## PROCEDURES FOR REAL AND PERSONAL PROPERTY ASSESEMENTS AND TAX LEVIES

### Assessed Valuation<sup>1</sup>

| Fiscal Year | Real Property | Personal Property <sup>2</sup> | Public Utility Property | Total <sup>3</sup> |
|-------------|---------------|--------------------------------|-------------------------|--------------------|
| 2015        | \$297,660,699 | \$121,146,051                  | \$25,246,731            | \$444,053,481      |
| 2014        | 291,935,921   | 118,079,833                    | 24,412,003              | 434,627,757        |
| 2013        | 291,018,429   | 112,950,942                    | 28,122,727              | 432,092,098        |
| 2012        | 281,555,535   | 110,234,425                    | 28,999,315              | 420,789,275        |
| 2011        | 280,141,144   | 106,540,690                    | 25,773,494              | 412,455,328        |

SOURCE: Office of City Chief Financial Officer; February 2016.

Assessed valuations are based upon the following assessment ratios:

- (a) Real and personal property (excluding single-family, owner-occupied residential real property and motor vehicles, respectively), fifteen percent (15%) of true value;
- (b) Single-family, owner-occupied residential real property, ten percent (10%) of true value;
- (c) Motor vehicles and public utility property, thirty percent (30%) of true value.

The 1986 Session of the Mississippi Legislature adopted House Concurrent Resolution No. 41 (the "Resolution"), pursuant to which there was proposed an amendment to the Mississippi Constitution of 1890 (the "Amendment"). The Amendment provided, *inter alia*, that the assessment ratio of any one class of property shall not be more than three times the assessment ratio on any other class of property.

The Amendment set forth five classes of property and the assessment ratios which would be applicable thereto upon the adoption of the Amendment. The assessment ratios set forth in the Amendment are identical to those established by Section 27-35-4, Mississippi Code of 1972, as it existed prior to the Amendment, except that the assessment ratio for single-family, owner-occupied residential real property under the Amendment is set at ten percent (10%) of true value as opposed to fifteen percent (15%) of true value under previously existing law.

<sup>1</sup> The total assessed valuation is approved in September proceeding the fiscal year of the City and represents the value of real property, personal property and public utility property for the year indicated on which taxes are assessed for the following fiscal year's budget. For example, the taxes for the assessed valuation figures for 2015 will be collected starting in January, 2016 for the 2015-2016 fiscal year budget of the City.

<sup>2</sup> Personal property includes the assessed valuation for mobile homes and automobiles.

<sup>3</sup> Total assessed values include exempt properties.

The assessed valuation figures above do not include property exempt from all City ad valorem tax for a period of up to ten years, primarily for new or expanded manufacturing facilities. Set forth below is a schedule of the assessed valuation of such exempt property which will become subject to City ad valorem tax in the next ten years:

| Exempt Property                    | Current Assessed Valuation | Date Exemption Ends |
|------------------------------------|----------------------------|---------------------|
| Kohler Co.                         | \$ 7,180,964               | 12/31/2015          |
| Western Container                  | 3,822,646                  | 12/31/2016          |
| Rexam Closure System               | 5,370,393                  | 12/31/2015          |
| Hattiesburg Paper Corp.            | 2,252,042                  | 12/31/2015          |
| Zeon Chemicals                     | 828,011                    | 12/31/2015          |
| Cellular South                     | 79,408                     | 12/31/2018          |
| Mississippi Tank                   | 915,986                    | 12/31/2015          |
| Hudson's Capital Assets LLC        | 777,917                    | 12/31/2015          |
| Equity Alliance of Hattiesburg LLC | 542,091                    | 12/31/2015          |
| Excel Injection Molding            | 104,856                    | 12/31/2015          |
| BLC Properties LLC                 | 149,598                    | 12/31/2015          |
| Hybrid Plastics, Inc.              | 113,018                    | 12/31/2015          |
| Structural Foam Molding            | 103,398                    | 12/31/2015          |
| Nordan Smith Acetylene             | 153,405                    | 12/31/2016          |
| Wis Pak of Hattiesburg, LLC        | 6,608,019                  | 12/31/2019          |
| The Coca-Cola Company              | 2,234,847                  | 12/31/2016          |
| TOTAL                              | \$31,236,599               |                     |

### **Procedure for Property Assessments**

The Tax Assessor of Forrest County assesses all real and personal property subject to taxation in Forrest County, including property in the City, except motor vehicles and property owned by public service corporations, both of which are required by law to be assessed by the Mississippi Department of Revenue.

Section 21-33-9, Mississippi Code of 1972, as amended, provides that the governing authorities of a municipality which is located within a county having completed a county-wide reappraisal approved by the Mississippi Department of Revenue and which has been furnished a true copy of that part of the Forrest County assessment roll containing the property located within a municipality as provided in Section 27-35-167, Mississippi Code of 1972, as amended,

shall adopt such assessment rolls for its assessment purposes. The City is utilizing the assessment rolls of Forrest County.

The City may not correct or revise such assessment rolls except for the purpose of conforming the municipal assessment roll to corrections or revisions made to the Forrest County assessment rolls. All objections to the municipal assessment roll may be heard by the Board of Supervisors of Forrest County at the time and in the manner that objections to the Forrest County assessment rolls are heard. The Board of Supervisors of Forrest County shall notify, in writing, the Governing Body and the Tax Assessor of the City of any corrections or revisions made by it to the part of the Forrest County assessment rolls adopted as the municipal assessment roll.

### **Procedure for Tax Collections**

The Governing Body is required to levy an ad valorem tax upon all of the taxable property within the geographical limits of the City, including the District Property. If any taxpayer neglects or refuses to pay his taxes on the due date thereof, the unpaid taxes bear interest at the rate of one percent (1%) per month or fractional part thereof from the delinquent date to the date of payment of such taxes. When enforcement officers take action to collect delinquent taxes, other fees, penalties and costs may accrue. Both real property and personal property are subject to public tax sale.

Section 21-33-63, Mississippi Code of 1972, as may be amended from time to time, and related statutes provide that after the fifteenth day of February and after the fifteenth day of August in each year, the tax collector for each municipality shall advertise all lands in such municipality on which all the taxes due and in arrears have not been paid, as well as all land liable for sale on the first Monday of April or the third Monday of September following, as the case may be.

### **Reappraisal of Property and Limitation on Ad Valorem Levies**

Senate Bill No. 2672, General Laws of Mississippi, Regular Session 1980, codified in part as Sections 27-35-49 and 27-35-50, Mississippi Code of 1972 (the "Reappraisal Act"), provides that all real and personal property in the State shall be appraised at true value and assessed in proportion to true value. To insure that property taxes do not increase dramatically as the counties complete reappraisals, the Reappraisal Act provides for the limit on increase in tax revenues discussed below.

The statute limits ad valorem tax levies by the City subsequent to October 1, 1980, to a rate which will result in an increase in total receipts of not greater than ten percent (10%) over the previous year's receipts, excluding revenue from ad valorem taxes on any newly constructed properties, any existing properties added to the tax rolls or any properties previously exempt which were not assessed in the next preceding year. This limitation does not apply to levies for the payment of the principal of and the interest on general obligation bonds issued by the City or to certain other specified levies. The limitation may be increased only if the proposed increase is approved by a majority of those voting in an election held on such question.

On August 20, 1980, the Mississippi Supreme Court rendered its decision in State Tax

Commission v. Fondren, 387 So.2d 712, affirming the decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, wherein the Mississippi Department of Revenue (formerly the State Tax Commission) was enjoined from accepting and approving assessment rolls from any county in the State for the tax year 1983 unless the Mississippi Department of Revenue equalized the assessment rolls of all of the counties. Due to the intervening passage of the Reappraisal Act, the Supreme Court reversed that part of the lower court's decree ordering the assessment of property at true value (although it must still be appraised at true value), holding instead that assessed value may be expressed as a percentage of true value. Pursuant to the Supreme Court modification of the Chancellor's decree, on November 15, 1980, the Mississippi Department of Revenue filed a master plan to assist counties in determining true value. On February 7, 1983, the Chancery Court granted an extension until July 1, 1984, of its previous deadline past which the Mississippi Department of Revenue could not accept and approve tax rolls from counties which had not yet reappraised. The City has completed reappraisal.

### **Homestead Exemption**

The Mississippi Homestead Exemption Law of 1946 reduces the local tax burden on homes qualifying by law and substitutes revenues from other sources of taxation on the State level as a reimbursement to the local taxing units for such tax loss. Provisions of the homestead exemption law determine qualification, define ownership and limit the amount of property that may come within the exemption. The exemption is not applicable to taxes levied for the payment of the Bonds, except as hereinafter noted.

Those homeowners who qualify for the homestead exemption and who have reached the age of sixty-five (65) years on or before January 1 of the year for which the exemption is claimed, service-connected, totally disabled American veterans who were honorably discharged from military service and those qualified as disabled under the federal Social Security Act are exempt from any and all ad valorem taxes on qualifying homesteads not in excess of \$7,500 of assessed value thereof.

The tax loss resulting to local taxing units from properly qualified homestead exemptions is reimbursed by the Mississippi Department of Revenue. Beginning with the 1984 supplemental ad valorem tax roll and for each roll thereafter, no taxing unit shall be reimbursed an amount in excess of one hundred six percent (106%) of the total net reimbursement made to such taxing unit in the next preceding year.

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**APPENDIX C**  
**FORM OF**  
**CITY ASSESSMENT CERTIFICATE**

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**FORM OF  
CITY ASSESSMENT CERTIFICATE**

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**APPENDIX D**  
**FORM OF CONTINUING DISCLOSURE CERTIFICATE**

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## CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "**Disclosure Certificate**") is executed and delivered by the City of Hattiesburg, Mississippi (the "**Issuer**") in connection with the issuance of \$\_\_\_\_\_ City of Hattiesburg, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) (the "**Bonds**") of the Issuer. The Issuer covenants and agrees as follows:

**SECTION 1. Purpose of the Disclosure Certificate.** This Disclosure Certificate is being executed and delivered and constitutes the written undertaking by the Issuer for the benefit of the owners, including beneficial owners, or holders of the Bonds (the "**Bondholders**"), required by Section (b)(5) of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 CFR Part 240, § 240.15c2-12), and is further executed and delivered in order to assist the Participating Underwriter (as defined herein) in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**").

**SECTION 2. Definitions.** In addition to the definitions set forth in the Bond Resolution (the "**Bond Resolution**"), which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

*"Annual Report"* shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

*"Audited Financial Statements"* means the most recent, publicly available Issuer's annual financial statements, prepared in accordance with GAAP for governmental units as prescribed by GASB, which financial statements shall have been audited by such auditor as shall be then required or permitted by the laws of the State of Mississippi (the "**State**").

*"Beneficial Owner"* shall mean any person who has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

*"Business Day"* means any day, other than a Saturday or Sunday, on which the Paying Agent or the City Hall of the City is not closed and on which the payment system of the Federal Reserve System, New Orleans branch, is operational.

*"Disclosure Representative"* shall mean the City Clerk of the Issuer or his or her designee, or such other officer or employee as the Issuer shall designate in writing from time to time.

*"EMMA"* shall mean the internet-based portal referred to as the Electronic Municipal Market Access system operated by the Municipal Securities Rulemaking Board. The online address of EMMA is [www.emma.msrb.org](http://www.emma.msrb.org).

*"GAAP"* shall mean generally accepted accounting principles, as such principles are prescribed, in part, by the Financial Accounting Standards Board and modified by the Government Accounting Standards Board and in effect from time to time.

"*Listed Events*" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"*MSRB*" shall mean the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the single centralized repository for the collection and availability of continuing disclosure documents for purpose of the Rule. The continuing disclosure documents must be provided to the MSRB in searchable portable document format (PDF) to the following:

Municipal Securities Rulemaking Board  
Electronic Municipal Market Access Center  
[www.emma.msrb.org](http://www.emma.msrb.org)

"*1934 Act*" shall mean the Securities Exchange Act of 1934, as amended from time to time.

"*Participating Underwriter*" shall mean the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"*Official Statement*" shall mean the final Official Statement for the Bonds dated \_\_\_\_\_, 2016.

"*Paying Agent*" shall mean \_\_\_\_\_, Mississippi.

"*Rule*" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the 1934 Act, as the same may be amended from time to time.

"*Securities Counsel*" shall mean legal counsel expert in federal securities law.

### **SECTION 3. Provision of Annual Reports.**

(a) The Issuer shall not later than twelve (12) months after the end of each fiscal year (the "**Report Date**"), commencing September 30, 20\_\_, provide to the MSRB through EMMA the Annual Report, which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the Audited Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report.

(b) The Issuer may adjust the Report Date if the Issuer changes its fiscal year (October 1 to September 30) (the "**Fiscal Year**") by providing written notice of the change of Fiscal Year and the new Report Date to the MSRB; provided that the new Report Date shall no more than twelve (12) months after the end of the new Fiscal Year and provided further that the period between the final Report Date relating to the former Fiscal Year and the initial Report relating to the new Fiscal Year shall not exceed one (1) year in duration.

(c) If the Issuer is unable to provide to the MSRB the Annual Report by the date required in subsection (a), the Issuer shall send or cause to be sent a notice to the MSRB in substantially the form attached hereto as **Exhibit A**.

(d) If the Issuer is unable to provide the Audited Financial Statements by the date required in subsection (a), the Issuer shall provide notice to the MSRB in substantially the form attached hereto as **Exhibit A**, and provide the Audited Financial Statements, when available, to the MSRB.

(e) In accordance with MSRB Notice 2009-04 (January 9, 2009), the filing requirements set forth in Sections 3(a) and 5 hereof shall be satisfied exclusively by submitting to EMMA the Annual Report and Listed Events described herein.

**SECTION 4. Content of Annual Reports.** The Issuer's Annual Report shall contain or incorporate by reference the information described below:

- (i) The Audited Financial Statements,
- (ii) The accounting principles pursuant to which the Audited Financial Statements were prepared.

The Issuer's financial statements shall be audited and prepared in accordance with GAAP with such changes as may be required from time to time in accordance with the laws of the State.

The Issuer reserves the right to cross-reference any or all such annual financial information and operating data to other documents to be provided to the MSRB.

The Issuer reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Issuer; provided that the Issuer agrees that any such modification will be done in a manner consistent with the Rule as provided in Section 7 hereof.

Any or all of the items listed above may be included by specific reference to other documents available to the public on the MSRB's Internet Web site or filed with the Securities and Exchange Commission (the "**SEC**"). The Issuer shall clearly identify each such other document so included by reference.

**SECTION 5. Reporting of Listed Events.**

(a) The Issuer covenants to provide, or cause to be provided, to the MSRB notice of the occurrence of any of the following events with respect to the Bonds, in a timely manner not in excess of ten (10) Business Days after the occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;

(3)     Unscheduled draws on debt service reserves, if any, reflecting financial difficulties;

(4)     Unscheduled draws on credit enhancements reflecting financial difficulties;

(5)     Substitution of credit or liquidity providers, or their failure to perform;

(6)     Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7)     Modifications to rights of Bondholders, if material;

(8)     Bond calls, if material, and tender offers;

(9)     Defeasances;

(10)    Release, substitution, or sale of property, if any, securing repayment of the Bonds, if material;

(11)    Rating changes;

(12)    Bankruptcy, insolvency, receivership, or similar event of the Issuer;

(13)    The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and/or

(14)    Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b)     If the Issuer determines that a Listed Event has occurred, the Issuer shall promptly cause a notice of such occurrence to be filed with the MSRB, through EMMA. In connection with providing a notice of the occurrence of a Listed Event described in subsection (a)(9), the Issuer shall include in the notice explicit disclosure as to whether the Bonds have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

(c)     The Issuer acknowledges that the "rating changes" referred to above in Section 5(a)(11) of this Disclosure Certificate may include, without limitation, any change in any rating on the Bonds or other indebtedness for which the Issuer is liable.

(d)     The Issuer acknowledges that it is not required to provide a notice of a Listed Event with respect to credit enhancement when the credit enhancement is added after the primary



offering of the Bonds, the Issuer does not apply for or participate in obtaining such credit enhancement, and such credit enhancement is not described in the Official Statement.

**SECTION 6. Mandatory Electronic Filing with EMMA.** All filings with the MSRB under this Disclosure Certificate shall be made by electronically transmitting such filings through the EMMA Dataport at <http://www.emma.msrb.org>, as provided by the amendments to the Rule adopted by the SEC in Securities Exchange Release No. 59062 on December 5, 2008.

**SECTION 7. Amendment; Waiver.**

(a) Notwithstanding any other provision of this Disclosure Certificate, this Disclosure Certificate may be amended, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of Section 3(a), 3(b), 3(c), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature, or status of the Issuer or the type of business conducted by the Issuer;

(2) This Disclosure Certificate, as so amended or taking into account such waiver, would, in the opinion of Securities Counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners.

(b) In the event of any amendment to, or waiver of a provision of, this Disclosure Certificate, the Issuer shall describe such amendment or waiver in the next Annual Report and shall include an explanation of the reason for such amendment or waiver. In particular, if the amendment results in a change to the annual financial information required to be included in the Annual Report pursuant to Section 4 of this Disclosure Certificate, the first Annual Report that contains the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of such change in the type of operating data or financial information being provided. Further, if the annual financial information required to be provided in the Annual Report can no longer be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be included in the first Annual Report that does not include such information.

(c) If the amendment results in a change to the accounting principles to be followed in preparing financial statements as set forth in Section 4 of this Disclosure Certificate, the Annual Report for the Fiscal Year in which the change is made shall include a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of such differences and the impact of the changes on the presentation of the financial information. To the extent reasonably feasible, the comparison shall

also be quantitative. A notice of the change in accounting principles shall be filed by the Issuer with the MSRB.

**SECTION 8. Additional Information.** Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or Notice of Material Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or Notice of Material Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or Notice of Material Event.

**SECTION 9. Failure to Comply.** In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate any Participating Underwriter or any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Provided, with respect to matters relating to the adequacy of the information required by the Rule, only bondholders aggregating not less than twenty-five percent (25%) of the aggregate principal amount of the Bonds outstanding may exercise remedies with respect thereto. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Bond Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance. The Paying Agent shall not have any power or duty to enforce this Disclosure Certificate.

**SECTION 10. Beneficiaries.** This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Participating Underwriter and the owners, including Beneficial Owners, or holders of the Bonds, and shall create no rights in any other person or entity.

**SECTION 11. Transmission of Information and Notices.** Unless otherwise required by law or this Disclosure Certificate and, in the sole determination of the Issuer, subject to technical and economic feasibility, the Issuer shall employ such methods of information and notice transmission as shall be requested or recommended by the herein designated recipients of such information and notices.

**SECTION 12. Governing Law.** This Disclosure Certificate shall be construed and interpreted in accordance with the laws of the State, and any suits and actions arising out of this Disclosure Certificate shall be instituted in a court of competent jurisdiction in the State. Notwithstanding the foregoing, to the extent this Disclosure Certificate addresses matters of federal securities laws, including the Rule, this Disclosure Certificate shall be construed and interpreted in accordance with such federal securities laws and official interpretations thereof.

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**SECTION 13. Beneficiaries.** This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Participating Underwriter and the owners, including Beneficial Owners, or holders of the Bonds, and shall create no rights in any other person or entity.

**CITY OF HATTIESBURG, MISSISSIPPI**

**By:** \_\_\_\_\_  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

**EXHIBIT A**

**NOTICE OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: City of Hattiesburg, Mississippi

Name of Bond Issue: \$\_\_\_\_\_ City of Hattiesburg, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) (the "Bonds")

Date of Issuance: \_\_\_\_\_, 2016

CUSIP Number: \_\_\_\_\_

**NOTICE IS HEREBY GIVEN** that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate dated \_\_\_\_\_, 2016. The Issuer anticipates that the Annual Report will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_

**CITY OF HATTIESBURG,  
MISSISSIPPI**

By: \_\_\_\_\_  
Authorized Officer

## EXHIBIT B

Name of Issuer: City of Hattiesburg, Mississippi

Name of Bond Issue: \$\_\_\_\_\_ City of Hattiesburg, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) (the "Bonds")

Date of Issuance: \_\_\_\_\_, 2016

CUSIP Number: \_\_\_\_\_

### District Property Ad Valorem Tax Collections

| Fiscal Year | City Ad Valorem Taxes | Forrest County Ad Valorem Taxes | Total |
|-------------|-----------------------|---------------------------------|-------|
|             |                       |                                 |       |
|             |                       |                                 |       |
|             |                       |                                 |       |
|             |                       |                                 |       |
|             |                       |                                 |       |
|             |                       |                                 |       |

SOURCE: Office of the Forrest County Tax Assessor; \_\_\_\_.

### District Property Assessed Valuations

| Fiscal Year | True Value | Assessed Valuation <sup>1</sup> |
|-------------|------------|---------------------------------|
|             |            |                                 |
|             |            |                                 |
|             |            |                                 |
|             |            |                                 |

SOURCE: Office of the Forrest County Tax Assessor; \_\_\_\_\_.  
\_\_\_\_\_.

<sup>1</sup> Assessed valuation is 15% of true value.

**APPENDIX E**  
**FORM OF OPINION OF BOND COUNSEL**

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## FORM OF OPINION OF BOND COUNSEL FOR THE BONDS

Mayor and City Council  
Hattiesburg, Mississippi

RE: \$\_\_\_\_\_ City of Hattiesburg, Mississippi Taxable Tax Increment Limited  
Obligation Bonds, Series 2016 (Whispering Pines Retirement Community  
Project)

Gentlemen:

We have acted as Bond Counsel ("Bond Counsel") for the City of Hattiesburg, Mississippi (the "City"), in connection with the issuance of the City of Hattiesburg, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project), to be dated \_\_\_\_\_, 2016, in the total authorized aggregate principal amount of \$\_\_\_\_\_ (the "Bonds").

The Bonds bear interest, mature and may be transferred and exchanged as set out in the Bonds and in the resolution adopted by the Mayor and City Council of the City on \_\_\_\_\_, 2016, authorizing their issuance (the "Bond Resolution"). The Bonds are subject to optional redemption prior to maturity to the extent provided in the Bond Purchase Agreement. Capitalized terms not defined herein shall have the same meaning as set forth in the Bond Resolution.

We have acted as Bond Counsel for the sole purpose of rendering an opinion with respect to the legality and validity of the Bonds under the laws of the State of Mississippi (the "State"), and with respect to the exemption of interest on the Bonds from State income taxation. Regarding questions of fact material to our opinions, we have not investigated or verified original proceedings, records, data or other material, but have relied solely upon the certified transcript of proceedings described in the following paragraph and on the authenticity, truthfulness and completeness set forth in such documents, instruments and certificates. We have not assumed any responsibility with respect to the financial condition or capabilities of the City or the disclosure thereof in connection with the sale of the Bonds.

In our capacity as Bond Counsel, we have participated in the preparation of and have examined a certified transcript of proceedings pertaining to the Bonds which contains copies of certain proceedings of the City, customary certificates of officers, agents and representatives of the City and other public officials and other matters relating to the authorization and issuance of the Bonds. We have also examined Bond No. 1 of this issue.

Based on such examination, and subject to the following qualifications, it is our opinion that:

1. The transcript of proceedings evidences complete legal authority for the issuance of the Bonds in full compliance with the laws of the State presently in effect, and that the Bonds

constitute valid and legally binding limited obligations of the City, payable as to principal and interest out of and secured by the incremental increase in the ad valorem tax revenues generated by the ad valorem tax levied by the City and Forrest County, Mississippi ("Forrest County"), on the real and personal property thereon that constitutes a part of the Redevelopment Project and District Property. **THE BONDS WILL CONSTITUTE LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE TAX INCREMENT AND FROM OTHER MONIES PLEDGED THEREFOR. NEITHER THE FAITH, CREDIT OR TAXING POWER OF THE CITY NOR THE FAITH, CREDIT, OR TAXING POWER OF THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS.** The Bonds are further secured by the pledge of funds in the 2016 Bonds Reserve Fund.

2. Under existing law, regulations and court decisions, as presently interpreted and construed, interest on the Bonds is exempt from all present taxes imposed by the State.

3. Under existing law, regulations and court decisions, as presently interpreted and construed, interest on the Bonds is not exempt from federal income taxation.

It is to be understood that the rights of the owners of the Bonds and the enforceability of the Bonds and the Bond Resolution may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

In this opinion letter issued in our capacity as Bond Counsel, we are opining only upon those matters set forth herein, and we are not passing upon the accuracy, adequacy or completeness of the Official Statement or any other statements made in connection with any offer or sale of the Bonds or upon any federal or state tax consequences arising from the receipt or accrual of interest on or the ownership or disposition of the Bonds, except those specifically addressed herein.

In rendering the foregoing opinions, we have assumed the accuracy and truthfulness of all public records and of all certificates, resolutions, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We also have assumed the genuineness of the signatures appearing upon such public records, certifications, resolutions, documents and proceedings. In rendering this opinion we have relied upon the opinion of Amos Law Offices, PLLC, Hattiesburg, Mississippi, acting as counsel for the City, dated the date hereof, as to the due authorization and execution by and enforceability against the City as to the Bonds and the Bond Resolution.

This opinion letter is issued as of the date hereof and we assume no obligation to revise or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

BUTLER SNOW LLP

**APPENDIX F**

**HISTORICAL AD VALOREM TAX COLLECTIONS AND ASSESSED VALUATIONS  
FOR THE DISTRICT PROPERTY**

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## HISTORICAL AD VALOREM TAX COLLECTIONS AND ASSESSED VALUATIONS FOR THE DISTRICT PROPERTY

### District Property Ad Valorem Tax Collections<sup>1</sup>

| <b>Fiscal Year</b> | <b>City Ad Valorem Taxes<sup>2</sup></b> | <b>Forrest County Ad Valorem Taxes<sup>3</sup></b> | <b>Total</b> |
|--------------------|------------------------------------------|----------------------------------------------------|--------------|
| 2015               |                                          |                                                    |              |
| 2014               |                                          |                                                    |              |
| 2013               |                                          |                                                    |              |
| 2012               |                                          |                                                    |              |
| 2011               |                                          |                                                    |              |

SOURCE: Office of the Forrest County Tax Assessor; March 2016.

<sup>1</sup> Does not include school taxes.

<sup>2</sup> The City has pledged \_\_\_% of its Tax Increment from the Redevelopment Project to the payment of the debt service on the Bonds and the payment annual fees and expenses of the Paying Agent.

<sup>3</sup> The County has pledged \_\_\_% of its Tax Increment from the Redevelopment Project to the payment of debt service on the Bonds and the payment annual fees and expenses of the Paying Agent.

### District Property Assessed Valuations<sup>1</sup>

| <b>Fiscal Year</b> | <b>True Value</b> | <b>Assessed Valuation<sup>2</sup></b> |
|--------------------|-------------------|---------------------------------------|
| 2015               | \$ 8,783,960      | \$1,347,295                           |
| 2014               |                   |                                       |
| 2013               |                   |                                       |
| 2012               | 6,010             | 902                                   |

SOURCE: Office of the Forrest County Tax Assessor; March 2016.

<sup>1</sup> Does not include personal property.

<sup>2</sup> Assessed valuation is 15% of true value.



# City of Hattiesburg, MS

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

## Master

**File Number: 2016-2560**

**File ID:** 2016-2560

**Type:** Resolution

**Status:** Passed

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 03/24/2016

**Brief Title:** Surplus Vehicle

**Final Action:** 04/05/2016

**Minute Book Number:** MB2016-91

**Title:**

Adopt Resolution declaring surplus one (1) 1997 Ford 150 LWB Pickup (1FTEF176VNC58043); authorize the donation of said vehicle to the Town of Pace.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** RES-Surplus Vehicle, HPD Animal Control, 1997 Ford Truck, Correspondence - vehicle donation to City of Pace, executed RES-Surplus Vehicle, HPD Animal Control, 1997 Ford Truck RES#2016-54

**Enactment Number:**

**Contact:**

**Meeting Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

| Ver-<br>sion:                                                                                                                                                                                                                                                | Acting Body: | Date:      | Action: | Sent To: | Due Date: | Return<br>Date: | Result: |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|---------|----------|-----------|-----------------|---------|
| 1                                                                                                                                                                                                                                                            | City Council | 04/05/2016 | Adopt   |          |           |                 | Pass    |
| <b>Action Text:</b> A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt Resolution declaring surplus one (1) 1997 Ford 150 LWB Pickup (1FTEF176VNC58043); authorize the donation of said vehicle to the Town of Pace. |              |            |         |          |           |                 |         |
| There being no discussion, the Motion received the affirmative vote of the Council as follows:                                                                                                                                                               |              |            |         |          |           |                 |         |
| Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor                                                                                                                                                                                                       |              |            |         |          |           |                 |         |
| Nays: 0                                                                                                                                                                                                                                                      |              |            |         |          |           |                 |         |
| Yea: 5 Council Member Bradley<br>Council Member Delgado<br>Council Member Carroll<br>Council Member Dryden<br>Council Member Naylor                                                                                                                          |              |            |         |          |           |                 |         |
| TEL-No Vote: 0                                                                                                                                                                                                                                               |              |            |         |          |           |                 |         |

### Text of Legislative File 2016-2560

**Title**

Adopt Resolution declaring surplus one (1) 1997 Ford 150 LWB Pickup  
(1FTEF176VNC58043); authorize the donation of said vehicle to the Town of Pace.

**Summary**

Resolution-surplus vehicle donated to the Town of Pace

**Budget Information**

**Expenditure Type**

**Purchasing Item**

**Publication Information**



## RESOLUTION

**WHEREAS**, the City of Hattiesburg finds and determines the following vehicle: a 1997 Ford 150 LWB Pickup, Unit # 9608 (VIN #1FTEF176VNC58043) to be surplus and that it will not be used in the future operation of the City; and,

**WHEREAS**, the governing authorities of the City of Hattiesburg are authorized and empowered in their discretion to dispose of or convey said vehicle in accordance with appropriate Mississippi Code statutes; and,

**WHEREAS**, the governing authorities of the City of Hattiesburg desire to support the endeavors of the Town of Pace, Mississippi;

**NOW, THEREFORE, BE IT RESOLVED** that the Hattiesburg City Council does hereby order Unit #9608, a 1997 Ford 150 LWB Pickup (VIN 1FTEF176VNC58043) removed from the city's inventory and conveyed to the Town of Pace.

The foregoing resolution, having been reduced to writing, was introduced by Council member \_\_\_\_\_, seconded by Council member \_\_\_\_\_, and adopted by the following vote, to wit:

YEAS:

NAYS:

The President thereby declared the motion carries and the Resolution adopted, this the 5th day of April, A.D., 2016.

ATTEST:

ADOPTED:

\_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of April, A.D., 2016.

ATTEST:

APPROVED:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

INTER-DEPARTMENTAL COMMUNICATIONS

HATTIESBURG POLICE DEPARTMENT  
FLEET DIVISION

DATE: March 24, 2016  
TO: CHIEF ANTHONY PARKER  
FROM: CAPTAIN SHANNON HARRIS  
RE: Request for vehicle

As mention before The City of Pace Mississippi is requesting a truck to help assist there community with the growing needs of their city. I have spoken with Mayor Levon Jackson Jr and he has provided us with a formal request. The vehicle that we propose is a **1997 Ford 150 VIN# 1FTE17L6VNC58043 Asset ID# 9608**, which is currently on the animal control inventory.

This vehicle will need additional work to ensure that the city will be able to get decent use out of it, however The City of Pace is willing to incur any maintenance for the vehicle.

Attached is a copy of the formal request. Please let me know it you need additional information.

Sincerely,

  
Shannon Harris

## TOWN OF PACE

Levon Jackson, Sr., Mayor  
Aelicia Thomas, Town Attorney  
Curtissia W. Allen, Town Clerk  
Michael A. Williams, Police Chief  
William Evans, Maintenance Supervisor

P. O. Box 216  
333 Jenny Washington Road  
Pace, Mississippi 38764  
(662)723-6292 Telephone  
(662) 723-6198 Facsimile

**BOARD OF ALDERMEN:**  
Larry D. Walker, Sr. ,Vice Mayor  
Toshisunda E. Brown  
Beverly Shelly  
Benny Hamilton  
Brenda Bryant

March 15, 2016

City of Hattiesburg  
Johnny Dupree, Mayor  
P.O. Box 1898  
Hattiesburg, MS 39403

Dear Mayor Dupree:

I, Mayor Levon Jackson is requesting a donation on behalf of the Town of Pace, Mississippi a community working together to reach its potential. We are passionate about the safety of the city employees in our community. We feel that this community is dedicated to the process of making things happen, and keeping a clean town but we need your help and prayers.

Your donation will help us fulfill our goal in providing service for the citizens of our community. You can be a part of that process by supporting our community with a donation of a utility truck for our maintenance department.

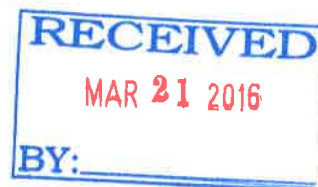
I would like to thank you for considering the opportunity to help keep our community safe and clean.

If you have any questions regarding this matter, you may contact Pace Town Hall at 662-723-629 or Mayor Jackson at 662-727-2831.

Sincerely,



Levon Jackson, Sr. Mayor



## RESOLUTION

**WHEREAS**, the City of Hattiesburg finds and determines the following vehicle: a 1997 Ford 150 LWB Pickup, Unit # 9608 (VIN #1FTEF176VNC58043) to be surplus and that it will not be used in the future operation of the City; and,

**WHEREAS**, the governing authorities of the City of Hattiesburg are authorized and empowered in their discretion to dispose of or convey said vehicle in accordance with appropriate Mississippi Code statutes; and,

**WHEREAS**, the governing authorities of the City of Hattiesburg desire to support the endeavors of the Town of Pace, Mississippi;

**NOW, THEREFORE, BE IT RESOLVED** that the Hattiesburg City Council does hereby order Unit #9608, a 1997 Ford 150 LWB Pickup (VIN 1FTEF176VNC58043) removed from the city's inventory and conveyed to the Town of Pace.

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

YEAS: Bradley  
Delgado  
Carroll  
Dryden  
Naylor

NAYS: None

The President thereby declared the motion carries and the Resolution adopted, this the 5th day of April, A.D., 2016.

ATTEST:

  
CLERK OF COUNCIL

ADOPTED:

  
PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of April, A.D., 2016.

ATTEST:

  
CITY CLERK

APPROVED:

  
MAYOR

INTER-DEPARTMENTAL COMMUNICATIONS

HATTIESBURG POLICE DEPARTMENT  
FLEET DIVISION

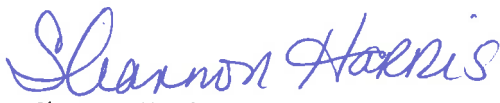
DATE: March 24, 2016  
TO: CHIEF ANTHONY PARKER  
FROM: CAPTAIN SHANNON HARRIS  
RE: Request for vehicle

As mention before The City of Pace Mississippi is requesting a truck to help assist there community with the growing needs of their city. I have spoken with Mayor Levon Jackson Jr and he has provided us with a formal request. The vehicle that we propose is a **1997 Ford 150 VIN# 1FTE17L6VNC58043 Asset ID# 9608**, which is currently on the animal control inventory.

This vehicle will need additional work to ensure that the city will be able to get decent use out of it, however The City of Pace is willing to incur any maintenance for the vehicle.

Attached is a copy of the formal request. Please let me know it you need additional information.

Sincerely,

  
Shannon Harris

## TOWN OF PACE

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**BOARD OF ALDERMEN:**  
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Brenda Bryant

March 15, 2016

City of Hattiesburg  
Johnny Dupree, Mayor  
P.O. Box 1898  
Hattiesburg, MS 39403

Dear Mayor Dupree:

I, Mayor Levon Jackson is requesting a donation on behalf of the Town of Pace, Mississippi a community working together to reach its potential. We are passionate about the safety of the city employees in our community. We feel that this community is dedicated to the process of making things happen, and keeping a clean town but we need your help and prayers.

Your donation will help us fulfill our goal in providing service for the citizens of our community. You can be a part of that process by supporting our community with a donation of a utility truck for our maintenance department.

I would like to thank you for considering the opportunity to help keep our community safe and clean.

If you have any questions regarding this matter, you may contact Pace Town Hall at 662-723-629 or Mayor Jackson at 662-727-2831.

Sincerely,



Levon Jackson, Sr. Mayor





# City of Hattiesburg, MS

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

## Master

**File Number: 2016-2568**

**File ID:** 2016-2568

**Type:** Regular Agenda Item

**Status:** Passed

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 03/29/2016

**Brief Title:** Approve additional Professional Services by Carter & Sloope

**Final Action:** 04/05/2016

**Minute Book Number:** MB2016-91

**Title:**

Approve additional services under Professional Services agreement between the City of Hattiesburg and Carter & Sloope dated September 9, 2015 (MB# 2015-288), for boundary surveys, land testing, and additional engineering associated with land parcel evaluation & purchase negotiations.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Carter&Sloope Additional Services, executed  
Carter&Sloope Additional Services

**Enactment Number:**

**Contact:**

**Meeting Date:** 04/05/2016

**Drafter:** Janet Beech

**Effective Date:**

## History of Legislative File

| Ver-<br>sion:                                                                                                                                                                                                                                                                                                                                                                                         | Acting Body: | Date:      | Action: | Sent To: | Due Date: | Return<br>Date: | Result: |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|---------|----------|-----------|-----------------|---------|
| 1                                                                                                                                                                                                                                                                                                                                                                                                     | City Council | 04/05/2016 | Approve |          |           |                 | Pass    |
| <b>Action Text:</b> A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Approve additional services under Professional Services agreement between the City of Hattiesburg and Carter & Sloope dated September 9, 2015 (MB# 2015-288), for boundary surveys, land testing, and additional engineering associated with land parcel evaluation & purchase negotiations. |              |            |         |          |           |                 |         |
| There being no discussion, the Motion received the affirmative vote of the Council as follows:                                                                                                                                                                                                                                                                                                        |              |            |         |          |           |                 |         |
| Yeas: 4 - Bradley, Carroll, Dryden and Naylor                                                                                                                                                                                                                                                                                                                                                         |              |            |         |          |           |                 |         |
| Nays: 1 - Delgado                                                                                                                                                                                                                                                                                                                                                                                     |              |            |         |          |           |                 |         |
| Yea: 4 Council Member Bradley<br>Council Member Carroll<br>Council Member Dryden<br>Council Member Naylor                                                                                                                                                                                                                                                                                             |              |            |         |          |           |                 |         |
| Nay: 1 Council Member Delgado                                                                                                                                                                                                                                                                                                                                                                         |              |            |         |          |           |                 |         |

**Text of Legislative File 2016-2568**

**Title**

Approve additional services under Professional Services agreement between the City of Hattiesburg and Carter & Sloope dated September 9, 2015 (MB# 2015-288), for boundary surveys, land testing, and additional engineering associated with land parcel evaluation & purchase negotiations.

**Summary**

Approve additional Professional Services by Carter & Sloope

**Budget Information**

105695

Boundary Surveys, hourly not to exceed \$100,000

Land Testing, hourly not to exceed \$40,000

Additional Engineering, hourly not to exceed \$20,000

**Expenditure Type**

**Purchasing Item**

**Publication Information**





# Carter & Sloope

CONSULTING ENGINEERS

February 18, 2016

Mr. Nathan Hussman, P.E.  
Neel-Schaffer  
125 South Congress St, Suite 1100  
Jackson, MS 39255

Re: Hattiesburg LTS  
C&S Project No.: H2400.005

Dear Mr. Hussman:

Please accept this letter as documentation of additional services as requested by Watkins Eager (WE) & Neel-Schaffer (NS) with their associated tasking with land parcel evaluation & purchase negotiations. As the City of Hattiesburg financial exposure is tens of millions of dollars (with combined land and construction costs associated with various options), Carter & Sloope, Inc has been asked to assist in the following manner to help insure the land package would be as cost effective as possible:

- Evaluate Shows property to replace H Company Tract;
- Evaluate elimination of McSwain Tract (147 acres) from land package;
- Determine differential construction cost estimates with moving LTS pumping systems, storage pond, and Industrial WWTF to Shows Tract or Powe Tract;
- Identify large land areas not needed with LTS systems which could be possibly removed from land package;
- Coordinate Nutter & Associates work with Shows Tract; and,
- Coordinate Clearpoint Engineering work with surveying & plat development for parcels within land package.

Based on the conference call this morning with WE, NS, and City staff, it looks like there may be other tasking which could come about in near future due to the urgency of the work. As scope is impossible to predict, all work is being done on an hourly basis.

Should you have any other questions on this, please feel free to call.

Sincerely,

CARTER & SLOOPE, INC.

Mark C. Gatlin, P.E.



February 12, 2016

Mark Gatlin, P.E.  
Carter & Sloope Consulting Engineers  
6310 Peake Road  
Macon, GA 31210  
VIA EMAIL: [mgatline@cartersloope.com](mailto:mgatline@cartersloope.com)

**RE: Boundary Survey Proposal (Additional Work)  
Proposed Hattiesburg Land Application System  
16 Parcels – 6802.2 Acres MOL  
Forrest & Lamar Counties**

Dear Mark:

Below please find the scope of work and estimated fees associated with performing boundary surveys, mapping and additional preliminary consulting for the City of Hattiesburg's Land Application System in Forrest and Lamar Counties.

Clearpoint proposes to perform property boundary surveys on up to sixteen (16) different parcels totaling 6802.2 acres, more or less, in Forrest and Lamar Counties as shown on the attached *Hattiesburg LAS Parcel Schedule*. We will also provide professionally sealed survey plats (3 copies) of each parcel, which will meet or exceed the Standards of Practice for Class "D" Property Boundary Surveys as established by the State of Mississippi. Legal descriptions for each parcel will be provided in Word format for use in legal agreements and/or deeds. All property corners will be located and/or monuments set.

Mapping services will be provided as needed to maintain up-to-date parcel maps based upon on-going appraisal and land acquisition efforts.

Additional preliminary consulting services will be provided assess the feasibility of new routing of the transfer main from the South Lagoons to the "98 Hub" located south of U.S. Highway 98 East.

We propose to provide the scope referenced herein on an hourly basis in accordance with our originally approved hourly rate schedule for a total estimated fee of **\$75,000.00**. The individual property boundary surveys will be conducted in accordance with schedules provided by the City's representatives but shall be completed no later than **90 days** from the Notice To Proceed.

Payment shall be due within a reasonable time as needed for normal administrative processing of invoices but shall not be contingent upon project start-up or real estate closings.

Clearpoint Consulting Engineers, P.A.

Accepted:



Ronald T. Blackwell, P.E., P.L.S.

for: Carter & Sloope

2/12/2016  
Date

Date

| Hattiesburg LAS Parcel Schedule                                                                                                 |               |
|---------------------------------------------------------------------------------------------------------------------------------|---------------|
| Owner(s)                                                                                                                        | Acreage       |
| Hensarling                                                                                                                      | 201.1         |
| LACO, LLC                                                                                                                       | 811.6         |
| J.P. Carter Trust                                                                                                               | 295.3         |
| J.P. Carter Trust, etal.                                                                                                        | 103.0         |
| The Charles Bufkin McSwain Family Trust                                                                                         | 147.3         |
| The Charles Bufkin McSwain Family Trust                                                                                         | 207.1         |
| The J.P. Carter Trust                                                                                                           | 80.0          |
| Northgate Land and Timber, LLC                                                                                                  | 215.7         |
| SOTERRA, LLC (Expansion Land)                                                                                                   | 643.1         |
| Tatum Timber Co., L.P.                                                                                                          | 788.9         |
| McCallum-Cox Land Company, Inc.                                                                                                 | 246.4         |
| McCallum-Howton Land Company, Inc., etal.                                                                                       | 996.7         |
| Alethea Cox Pearce                                                                                                              | 225.5         |
| H Company, Inc.                                                                                                                 | 644.5         |
| Forrest County School District                                                                                                  | 480.7         |
| Powe Trust                                                                                                                      | 343.1         |
| Shows                                                                                                                           | 372.2         |
| <b>LAND TOTALS TO BE SURVEYED IN THIS SCOPE</b>                                                                                 | <b>6802.2</b> |
| <b>Property Previously Surveyed By Others - Not In This Scope</b>                                                               |               |
| SOTERRA, LLC                                                                                                                    | 2116.8        |
| SOTERRA, LLC                                                                                                                    | 198.2         |
| * Acreages & Ownership Shown Are Approximate Only & Based Upon Best Available Information, Subject To Title Work & Final Survey |               |



360 Hawthorne Lane  
Athens, GA 30606-2152  
P (706) 354-7925  
F (706) 354-7928  
[www.NutterInc.com](http://www.NutterInc.com)

February 12, 2016

Mr. Mark Gatlin, P.E.  
Carter & Sloope, Inc.  
6310 Peake Road  
Macon, GA 31210

Subject: Preliminary Site Evaluation, Shows Tract, Hattiesburg, Mississippi. Proposal No. 16-004.

Dear Mark,

Nutter & Associates recently conducted a desktop review of a  $\pm 370$ -acre property, hereto referred to as the Shows tract, located approximately four miles south of the City of Hattiesburg southern wastewater ponds. We reviewed published soil, topographic and aerial mapping coverages of the tract, and provided an initial estimate of 100 acres that might be suitable for wastewater irrigation within the property. The findings of this initial desktop review must be verified through a field evaluation to refine the estimate such that it can be utilized for planning and permitting purposes.

For the field evaluation, Nutter & Associates staff with expertise in soils, hydrology and land treatment will traverse the site and advance a number of borings (~20-25 borings) in select locations to verify published soil mapping and characterize the soil. Field tests of soil permeability will be conducted in representative areas (6-10 measurements) within the first encountered limiting horizon. This level of effort is consistent with that which was done in support of the preliminary site selection report for the proposed City of Hattiesburg land treatment system that was submitted with the permit application. It is important to note that the detailed site evaluation for the Shows tract and the remaining proposed land treatment tracts that will be used for final design of the system will be completed as part of a separate scope and budget.

Field mapping data will be compiled and logs will be reviewed to develop preliminary suitability maps for the Shows tract. Potentially suitable soils will be grouped according to key characteristics, but will not be classified to the series level. Based on these maps, the area suitable for land treatment will be estimated. Soil permeability data will be summarized and compared to data collected and used previously in developing a preliminary water balance for the proposed land treatment system. A brief summary report will be prepared that will include a map of potentially suitable soils and a projected hydraulic loading capacity range for the Shows tract. Findings can then be compared to the capacity estimates from the other proposed tracts to help the City Hattiesburg in the site selection process.

Mr. Mark Gatlin, P.E.  
Carter & Sloope, Inc.  
February 12, 2016  
Page 2

***BUDGET AND SCHEDULE***

Our not-to-exceed cost for preparation of the short-term plan as outlined above is \$13,400. This budget includes all project costs, including all professional fees and expenses. We invoice on a time and expense basis in accordance with the attached fee schedule. Should situations be encountered during the course of the project such that the scope of work and/or budget are changed, Nutter & Associates will contact you prior to performing out-of-scope tasks.

If the Scope of Work meets your needs and the budget is acceptable, please return a signed copy of the attached Professional Services Agreement. This will authorize us to begin work and will serve as your acceptance of our terms.

The field evaluation is scheduled for the week of February 15, 2016 provided approval is given. The summary letter report and map can be completed within two weeks of the field evaluation.

Nutter & Associates is pleased to provide these services. If you have any questions regarding the proposed budget and/or scope please do not hesitate to contact us. We look forward to working with you.

Sincerely,

NUTTER & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "E. Lane Rivenbark", is written over the printed name.

E. Lane Rivenbark, CPSSc, RF  
Project Manager

Attachments



360 Hawthorne Lane  
Athens, GA 30606-2152  
P (706) 354-7925  
F (706) 354-7928  
[www.NutterInc.com](http://www.NutterInc.com)

## ***2016 FEE SCHEDULE***

### **Staff Classification**

### **Hourly Rate**

#### **Professional Services**

|                      |    |     |
|----------------------|----|-----|
| Senior Consultant    | \$ | 160 |
| Project Scientist II |    | 130 |
| Project Scientist I  |    | 115 |
| Staff Scientist II   |    | 100 |
| Staff Scientist I    |    | 85  |
| Technician           |    | 70  |

#### **Support Services**

|                                            |    |    |
|--------------------------------------------|----|----|
| Administrative Assistant                   | \$ | 35 |
| Senior Administrator/Project Administrator |    | 45 |

#### **Expenses and Subcontracts**

Direct expenses including supplies, communication, travel and lodging as well as subcontracts managed by Nutter & Associates will be charged at 1.15 times direct cost.



360 Hawthorne Lane  
Athens, GA 30606-2152  
P (706) 354-7925  
F (706) 354-7928  
www.NutterInc.com

## ***Professional Services Contract***

Proposal No. & Date 16-004 February 12, 2016

Project Name Hattiesburg LTS Design

Project Location Hattiesburg, MS

Description of Services Preliminary Site Evaluation

Cost of Services \$13,400

Client Name Carter & Sloope Inc.

Address 6310 Peake Road  
Macon, GA 31210

Telephone No.:

Cellular No.:

Fax No.:

E-Mail:

Client hereby acknowledges that this Proposal is provided subject to the general terms and conditions set out on the reverse side of this Proposal (the "Terms and Conditions"), which are hereby incorporated as a part of this Proposal. Client's acceptance of this Proposal shall be deemed an acceptance of the Terms and Conditions.

Authorized by:

Signature

Authorized Name

Send Invoices to attention of:

Invoices should be mailed/emailed to:

# TERMS AND CONDITIONS

Client hereby accepts the following general terms and conditions ("Terms and Conditions") applicable to Nutter & Associates, Inc.'s performance of the services described in the attached Proposal (the "Services"):

1. Payment Terms. Client shall pay all amounts due to Nutter & Associates, Inc. ("Nutter & Associates") upon receipt of each invoice from Nutter & Associates. Any amounts not paid by Client within thirty (30) days of the date of such invoices shall accrue interest at a rate of one and one half percent (1.5%) per month until such time as such amounts are paid in full. Client shall be responsible for all reasonable attorney's fees incurred by Nutter & Associates in connection with the collection of any amounts properly due and payable to Nutter & Associates in accordance with the terms of the Proposal and these Terms and Conditions.

2. Performance Standard. Nutter & Associates shall perform the Services using the care and skill ordinarily exercised by organizations performing services in the fields of soil and hydrologic evaluation, ecosystem evaluation and land treatment in the same or similar locality as the location where the Services are rendered. Client hereby acknowledges that Nutter & Associates makes no other representation or warranty with respect to the Services. Client further acknowledges that any oral or written reports furnished by Nutter & Associates shall not be construed as any representation or warranty with respect to the Services. NUTTER & ASSOCIATES HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. Limitation of Liability. Client hereby agrees that Nutter & Associates' total aggregate liability for any damages incurred by Client in connection with Nutter & Associates' performance of or failure to perform the Services shall not exceed the greater of (i) Fifty Thousand and No/100 Dollars (\$50,000.00) or (ii) Nutter & Associates total fee for the Services. IN NO EVENT SHALL NUTTER & ASSOCIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, PUNITIVE OR RELIANCE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, SAVINGS OR REVENUES OR INCREASED COST OF OPERATIONS, REGARDLESS AS TO THE NATURE OF CLIENT'S CLAIM AGAINST NUTTER & ASSOCIATES.

4. Insurance Coverage. Nutter & Associates shall maintain the following insurance coverages during the period in which the Services are performed: (i) worker's compensation and employer's liability insurance coverage with coverage limits which conform to the requirements of applicable law; (ii) comprehensive general liability insurance coverage on an occurrence basis in an amount not less than \$1,000,000.00 per claim with an aggregate limit of not less than \$2,000,000.00; and (iii) automobile liability insurance coverage for both bodily injury and property damage with a combined single limit of \$1,000,000.00. Nutter & Associates shall provide Client with a certificate of insurance evidencing the aforementioned insurance coverages upon request by Client.

5. Damage to Man-Made Objects. Client shall be responsible for disclosing the presence and accurate location of all underground or otherwise hidden man-made objects which might interfere with field tests or boring to be performed by Nutter & Associates as part of the Services. Client hereby agrees to indemnify and hold Nutter & Associates harmless from and against all claims, suits, losses, personal injury, death and damage to property ("Indemnified Claims") resulting from unusual subsurface conditions or damage to

subsurface structures or objects owned by client or any third parties in connection with Nutter & Associates' performance of the Services where such unusual subsurface conditions or the presence of such subsurface structures or objects are not disclosed by Client to Nutter & Associates in writing prior to the performance of the Services. Client's obligation to indemnify Nutter & Associates in accordance with this Section 5 shall include all expenses incurred by Nutter & Associates in connection with Indemnified Claims, including, without limitation, Nutter & Associates' reasonable attorney's fees.

6. Damage to Work in Place. Client hereby acknowledges that there is the possibility of the occurrence of certain events or conditions which may affect work performed by Nutter & Associates as part of the Services ("Work in Place") and which are outside of the control of Nutter & Associates. Client further acknowledges and agrees that the occurrence of any of the following events and conditions shall not obligate Nutter & Associates to re-perform or replace any Work in Place:

(a) The occurrence of either natural (including, without limitation, weather events) or unnatural (including, without limitation, upstream discharges) events which cause damage to Work in Place, including, but not limited to: (i) failure of any structures installed as part of the Work in Place; (ii) the erosion or failure of any stream banks; (iii) the erosion or displacement of existing or planted vegetation within stream channels, riparian valleys or riparian zones; or (iv) wind damage to existing or planted vegetation within stream channels, riparian valleys or riparian zones;

(b) The occurrence of either natural (including, without limitation, weather events) or unnatural (including, without limitation, upstream discharges) which cause physical modification of any stream channels;

(c) The cutting and/or removal of either existing vegetation or vegetation planted by Nutter & Associates within the stream channel, riparian zone or riparian valley adjacent to or upstream from the Work in Place; and

(d) Drought conditions which inhibit or permanently damage the vegetative success of vegetation.

In the event any Work in Place is damaged or destroyed as a result of the occurrence of any of the aforementioned events or conditions, Client may request that Nutter & Associates perform such work as may be necessary to correct such damage or destruction. Nutter & Associates shall provide Client with a new proposal for the performance of such work, and Client may but shall not be obligated to engaged Nutter & Associates to perform such work in accordance with the terms of the new proposal.

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8. Entire Agreement. The Proposal and these Terms and Conditions constitute the entire agreement between Nutter & Associates and Client with respect to the Services. The Proposal and these Terms and Conditions supersede all prior agreements, proposals, representations, statements or understandings, whether written or oral concerning the Services.

9. Binding Effect. The Proposal and these Terms and Conditions shall be binding upon any successors and assigns of Nutter & Associates and Client.



March 25, 2016

Mayor Johnny L. DuPree, Ph.D.  
City of Hattiesburg  
P.O. Box 1898  
Hattiesburg, MS 39403-1898

Re: LAND APPLICATION SYSTEM - PROGRAM MANAGEMENT  
CARTER & SLOOPE, INC. ADDITIONAL WORK REQUEST

Dear Mayor DuPree:

In our role as the City's Program Managers, we have received the attached correspondence from the City's Design Engineers for consideration as Additional Work items, per their Agreement with the City. The items described in their request resulted from necessary work to support the City's aggressive schedule for the land acquisition, in order to comply with the Consent Decree deadlines. The specific requests are:

**Boundary Surveys:** To support the City's legal and appraisal teams, boundary surveys for each parcel being considered for the System are required. This work was not considered or included as part of the Engineering Agreement with Carter & Sloope. In the interest of continuing to make progress on the overall project and to support the City's efforts, Carter & Sloope and their subconsultant have already proceeded with the required survey work.

**Additional Testing of Land:** The City's Legal team has actively pursued alternative land options in order to reduce the City's cost for land and to reduce the amount of lease property. This investigation necessitated additional testing be performed to assess the suitability of the proposed parcels for the City's use. Again, in the interest of continuing to make progress on the overall project, Carter & Sloope and their subconsultant have already proceeded with the required survey work.

**Additional Engineering Work:** In order to answer specific questions from both Neel-Schaffer and the City's Legal Team, Carter & Sloope were required to reevaluate their preliminary designs to suit the proposed changes in land acquisition for layout and cost impacts to the overall project.

In summary, we recommend the City consider budgeting the following amounts for additional work requested and for anticipated requirements related to consideration of additional land tracts:

|                         |                                 |
|-------------------------|---------------------------------|
| Boundary Surveys:       | \$100,000 Hourly, Not-To-Exceed |
| Land Testing:           | \$40,000 Hourly, Not-To-Exceed  |
| Additional Engineering: | \$20,000 Hourly, Not-To-Exceed  |

We have reviewed the requests submitted, to date, and recommend the City consider granting the additional work cost related to the boundary surveys and the additional testing of the Shows' property. We also recommend that the City consider costs for Carter & Sloope to respond to requests to consolidate or modify their previous designs as a result of proposed or potential changes to the land to be acquired.

Please feel free to call, anytime, if you require any additional information.

Sincerely

Nathaniel A. Husman, P.E.  
Engineer Manager

cc: Mr. Lamar Rutland, P.E.  
Mr. Chad Frierson  
Mr. Keith Turner, Watkins-Eager





Carter & Sloope  
CONSULTING ENGINEERS

February 18, 2016

Mr. Nathan Hussman, P.E.  
Neel-Schaffer  
125 South Congress St, Suite 1100  
Jackson, MS 39255

Re: Hattiesburg LTS  
C&S Project No.: H2400.005

Dear Mr. Hussman:

Please accept this letter as documentation of additional services as requested by Watkins Eager (WE) & Neel-Schaffer (NS) with their associated tasking with land parcel evaluation & purchase negotiations. As the City of Hattiesburg financial exposure is tens of millions of dollars (with combined land and construction costs associated with various options), Carter & Sloope, Inc has been asked to assist in the following manner to help insure the land package would be as cost effective as possible:

- Evaluate Shows property to replace H Company Tract;
- Evaluate elimination of McSwain Tract (147 acres) from land package;
- Determine differential construction cost estimates with moving LTS pumping systems, storage pond, and Industrial WWTF to Shows Tract or Powe Tract;
- Identify large land areas not needed with LTS systems which could be possibly removed from land package;
- Coordinate Nutter & Associates work with Shows Tract; and,
- Coordinate Clearpoint Engineering work with surveying & plat development for parcels within land package.

Based on the conference call this morning with WE, NS, and City staff, it looks like there may be other tasking which could come about in near future due to the urgency of the work. As scope is impossible to predict, all work is being done on an hourly basis.

Should you have any other questions on this, please feel free to call.

Sincerely,

CARTER & SLOOPE, INC.

Mark C. Gatlin, P.E.



Where vision becomes reality

February 12, 2016

Mark Gatlin, P.E.  
Carter & Sloope Consulting Engineers  
6310 Peake Road  
Macon, GA 31210  
**VIA EMAIL: [mgatline@cartersloope.com](mailto:mgatline@cartersloope.com)**

**RE: Boundary Survey Proposal (Additional Work)  
Proposed Hattiesburg Land Application System  
16 Parcels – 6802.2 Acres MOL  
Forrest & Lamar Counties**

Dear Mark:

Below please find the scope of work and estimated fees associated with performing boundary surveys, mapping and additional preliminary consulting for the City of Hattiesburg's Land Application System in Forrest and Lamar Counties.

Clearpoint proposes to perform property boundary surveys on up to sixteen (16) different parcels totaling 6802.2 acres, more or less, in Forrest and Lamar Counties as shown on the attached *Hattiesburg LAS Parcel Schedule*. We will also provide professionally sealed survey plats (3 copies) of each parcel, which will meet or exceed the Standards of Practice for Class "D" Property Boundary Surveys as established by the State of Mississippi. Legal descriptions for each parcel will be provided in Word format for use in legal agreements and/or deeds. All property corners will be located and/or monuments set.

Mapping services will be provided as needed to maintain up-to-date parcel maps based upon on-going appraisal and land acquisition efforts.

Additional preliminary consulting services will be provided assess the feasibility of new routing of the transfer main from the South Lagoons to the "98 Hub" located south of U.S. Highway 98 East.

We propose to provide the scope referenced herein on an hourly basis in accordance with our originally approved hourly rate schedule for a total estimated fee of **\$75,000.00**. The individual property boundary surveys will be conducted in accordance with schedules provided by the City's representatives but shall be completed no later than **90 days** from the Notice To Proceed.

Payment shall be due within a reasonable time as needed for normal administrative processing of invoices but shall not be contingent upon project start-up or real estate closings.

Clearpoint Consulting Engineers, P.A.

Accepted:



Ronald T. Blackwell, P.E., P.L.S.

for: Carter & Sloope

2/12/2016

Date

Date

| Hattiesburg LAS Parcel Schedule                                                                                                 |               |
|---------------------------------------------------------------------------------------------------------------------------------|---------------|
| Owner(s)                                                                                                                        | Acreage       |
| Hensarling                                                                                                                      | 201.1         |
| LACO, LLC                                                                                                                       | 811.6         |
| J.P. Carter Trust                                                                                                               | 295.3         |
| J.P. Carter Trust, etal.                                                                                                        | 103.0         |
| The Charles Bufkin McSwain Family Trust                                                                                         | 147.3         |
| The Charles Bufkin McSwain Family Trust                                                                                         | 207.1         |
| The J.P. Carter Trust                                                                                                           | 80.0          |
| Northgate Land and Timber, LLC                                                                                                  | 215.7         |
| SOTERRA, LLC (Expansion Land)                                                                                                   | 643.1         |
| Tatum Timber Co., L.P.                                                                                                          | 788.9         |
| McCallum-Cox Land Company, Inc.                                                                                                 | 246.4         |
| McCallum-Howton Land Company, Inc., etal.                                                                                       | 996.7         |
| Alethea Cox Pearce                                                                                                              | 225.5         |
| H Company, Inc.                                                                                                                 | 644.5         |
| Forrest County School District                                                                                                  | 480.7         |
| Powe Trust                                                                                                                      | 343.1         |
| Shows                                                                                                                           | 372.2         |
| <b>LAND TOTALS TO BE SURVEYED IN THIS SCOPE</b>                                                                                 | <b>6802.2</b> |
| <b>Property Previously Surveyed By Others - Not In This Scope</b>                                                               |               |
| SOTERRA, LLC                                                                                                                    | 2116.8        |
| SOTERRA, LLC                                                                                                                    | 198.2         |
| * Acreages & Ownership Shown Are Approximate Only & Based Upon Best Available Information, Subject To Title Work & Final Survey |               |



360 Hawthorne Lane  
Athens, GA 30606-2152  
P (706) 354-7925  
F (706) 354-7928  
www.NutterInc.com

February 12, 2016

Mr. Mark Gatlin, P.E.  
Carter & Sloope, Inc.  
6310 Peake Road  
Macon, GA 31210

Subject: Preliminary Site Evaluation, Shows Tract, Hattiesburg, Mississippi. Proposal  
No. 16-004.

Dear Mark,

Nutter & Associates recently conducted a desktop review of a  $\pm 370$ -acre property, hereto referred to as the Shows tract, located approximately four miles south of the City of Hattiesburg southern wastewater ponds. We reviewed published soil, topographic and aerial mapping coverages of the tract, and provided an initial estimate of 100 acres that might be suitable for wastewater irrigation within the property. The findings of this initial desktop review must be verified through a field evaluation to refine the estimate such that it can be utilized for planning and permitting purposes.

For the field evaluation, Nutter & Associates staff with expertise in soils, hydrology and land treatment will traverse the site and advance a number of borings (~20-25 borings) in select locations to verify published soil mapping and characterize the soil. Field tests of soil permeability will be conducted in representative areas (6-10 measurements) within the first encountered limiting horizon. This level of effort is consistent with that which was done in support of the preliminary site selection report for the proposed City of Hattiesburg land treatment system that was submitted with the permit application. It is important to note that the detailed site evaluation for the Shows tract and the remaining proposed land treatment tracts that will be used for final design of the system will be completed as part of a separate scope and budget.

Field mapping data will be compiled and logs will be reviewed to develop preliminary suitability maps for the Shows tract. Potentially suitable soils will be grouped according to key characteristics, but will not be classified to the series level. Based on these maps, the area suitable for land treatment will be estimated. Soil permeability data will be summarized and compared to data collected and used previously in developing a preliminary water balance for the proposed land treatment system. A brief summary report will be prepared that will include a map of potentially suitable soils and a projected hydraulic loading capacity range for the Shows tract. Findings can then be compared to the capacity estimates from the other proposed tracts to help the City Hattiesburg in the site selection process.

Mr. Mark Gatlin, P.E.  
Carter & Sloope, Inc.  
February 12, 2016  
Page 2

***BUDGET AND SCHEDULE***

Our not-to-exceed cost for preparation of the short-term plan as outlined above is \$13,400. This budget includes all project costs, including all professional fees and expenses. We invoice on a time and expense basis in accordance with the attached fee schedule. Should situations be encountered during the course of the project such that the scope of work and/or budget are changed, Nutter & Associates will contact you prior to performing out-of-scope tasks.

If the Scope of Work meets your needs and the budget is acceptable, please return a signed copy of the attached Professional Services Agreement. This will authorize us to begin work and will serve as your acceptance of our terms.

The field evaluation is scheduled for the week of February 15, 2016 provided approval is given. The summary letter report and map can be completed within two weeks of the field evaluation.

Nutter & Associates is pleased to provide these services. If you have any questions regarding the proposed budget and/or scope please do not hesitate to contact us. We look forward to working with you.

Sincerely,

NUTTER & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "B. Lane Rivenbark", is written over the printed name and title.

B. Lane Rivenbark, CPSSc, RF  
Project Manager

Attachments



360 Hawthorne Lane  
Athens, GA 30606-2152  
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F (706) 354-7928  
[www.NutterInc.com](http://www.NutterInc.com)

## ***2016 FEE SCHEDULE***

### **Staff Classification**

### **Hourly Rate**

#### **Professional Services**

|                      |    |     |
|----------------------|----|-----|
| Senior Consultant    | \$ | 160 |
| Project Scientist II |    | 130 |
| Project Scientist I  |    | 115 |
| Staff Scientist II   |    | 100 |
| Staff Scientist I    |    | 85  |
| Technician           |    | 70  |

#### **Support Services**

|                                            |    |    |
|--------------------------------------------|----|----|
| Administrative Assistant                   | \$ | 35 |
| Senior Administrator/Project Administrator |    | 45 |

#### **Expenses and Subcontracts**

Direct expenses including supplies, communication, travel and lodging as well as subcontracts managed by Nutter & Associates will be charged at 1.15 times direct cost.





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## ***Professional Services Contract***

Proposal No. & Date 16-004 February 12, 2016

Project Name Hattiesburg LTS Design

Project Location Hattiesburg, MS

Description of Services Preliminary Site Evaluation

Cost of Services \$13,400

Client Name Carter & Sloop Inc.

Address 6310 Peake Road  
Macon, GA 31210

Telephone No.:

Cellular No.:

Fax No.:

E-Mail:

Client hereby acknowledges that this Proposal is provided subject to the general terms and conditions set out on the reverse side of this Proposal (the "Terms and Conditions"), which are hereby incorporated as a part of this Proposal. Client's acceptance of this Proposal shall be deemed an acceptance of the Terms and Conditions.

Authorized by:

A handwritten signature in blue ink, appearing to read "Johnny L. DuPree", is written over a horizontal line. Below the line, the word "Signature" is printed. Below the signature, the name "Johnny L. DuPree, Mayor" is printed, followed by another horizontal line.

Signature

Johnny L. DuPree, Mayor

Authorized Name

Send Invoices to attention of:

Invoices should be mailed/emailed to:

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March 25, 2016

Mayor Johnny L. DuPree, Ph.D.  
City of Hattiesburg  
P.O. Box 1898  
Hattiesburg, MS 39403-1898

Re: LAND APPLICATION SYSTEM - PROGRAM MANAGEMENT  
CARTER & SLOOPE, INC. ADDITIONAL WORK REQUEST

Dear Mayor DuPree:

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Mayor DuPree, PhD

March 25, 2016

Page 2

|                         |                                 |
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We have reviewed the requests submitted, to date, and recommend the City consider granting the additional work cost related to the boundary surveys and the additional testing of the Shows' property. We also recommend that the City consider costs for Carter & Sloope to respond to requests to consolidate or modify their previous designs as a result of proposed or potential changes to the land to be acquired.

Please feel free to call, anytime, if you require any additional information.

Sincerely

Nathaniel A. Husman, P.E.  
Engineer Manager

cc: Mr. Lamar Rutland, P.E.  
Mr. Chad Frierson  
Mr. Keith Turner, Watkins-Eager





# City of Hattiesburg, MS

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

## Master

**File Number: 2016-2574**

**File ID:** 2016-2574

**Type:** Regular Agenda Item

**Status:** Passed

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 03/30/2016

**Brief Title:** Purchase of property located at 318 Hardy Street

**Final Action:** 04/05/2016

**Minute Book Number:** MB2016-91-92

**Title:**

Approve the purchase of a parcel of property located at 318 Hardy Street (Forrest County Tax Parcel 2-0290-10-043.00) from Ricardo Mussieth owner, in the amount of \$54,000 plus 2016 property taxes to be determined at later date (approximately \$1,655 per 2015 tax); Authorize the issuance of a manual check in the amount of \$54,000; pending acceptable Title Opinion.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Mussieth Appraisal, Ricardo Mussieth Deed, Mussieth Agreement, Title Opinion, executed Ricardo Mussieth Deed, executed Mussieth Agreement

**Enactment Number:**

**Contact:**

**Meeting Date:** 04/05/2016

**Drafter:** Janet Beech

**Effective Date:**

## History of Legislative File

| Ver-<br>sion:                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Acting Body: | Date:      | Action: | Sent To: | Due Date: | Return<br>Date: | Result: |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|---------|----------|-----------|-----------------|---------|
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | City Council | 04/05/2016 | Approve |          |           |                 | Pass    |
| <b>Action Text:</b> A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Approve the purchase of a parcel of property located at 318 Hardy Street (Forrest County Tax Parcel 2-0290-10-043.00) from Ricardo Mussieth owner, in the amount of \$54,000 plus 2016 property taxes to be determined at later date (approximately \$1,655 per 2015 tax); Authorize the issuance of a manual check in the amount of \$54,000; pending acceptable Title Opinion. |              |            |         |          |           |                 |         |
| Following discussion, the Motion received the affirmative vote of the Council as follows:                                                                                                                                                                                                                                                                                                                                                                                                 |              |            |         |          |           |                 |         |
| Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor                                                                                                                                                                                                                                                                                                                                                                                                                                    |              |            |         |          |           |                 |         |
| Nays: 0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |              |            |         |          |           |                 |         |

Yea: 5 Council Member Bradley  
Council Member Delgado  
Council Member Carroll  
Council Member Dryden  
Council Member Naylor

TEL-No Vote: 0

---

**Text of Legislative File 2016-2574**

**Title**

Approve the purchase of a parcel of property located at 318 Hardy Street (Forrest County Tax Parcel 2-0290-10-043.00) from Ricardo Mussiott owner, in the amount of \$54,000 plus 2016 property taxes to be determined at later date (approximately \$1,655 per 2015 tax); Authorize the issuance of a manual check in the amount of \$54,000; pending acceptable Title Opinion.

**Summary**

Purchase of property located at 318 Hardy Street.

**Budget Information**

**Expenditure Type**

**Purchasing Item**

**Publication Information**

**LAND APPRAISAL REPORT**File No.: **318 Hardy Street**

| <b>SUBJECT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Property Address: <b>318 Hardy St</b> City: <b>Hattiesburg</b> State: <b>MS</b> Zip Code: <b>39401</b><br>County: <b>Forrest</b> Legal Description: <b>See attached tax data</b>                                                                                                                                                                                                                                                                                           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| <b>ASSIGNMENT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Assessor's Parcel #: <b>2-0290-10-043.00</b> Tax Year: <b>2015</b> R.E. Taxes: \$ <b>1,655.57</b> Special Assessments: \$ <b>0</b><br>Market Area Name: <b>SE Hattiesburg</b> Map Reference: <b>25620</b> Census Tract: <b>0107.00</b><br>Current Owner of Record: <b>Ricardo Mussiott</b> Borrower (if applicable): <b>N/A</b><br>Project Type (if applicable): <input type="checkbox"/> PUD <input type="checkbox"/> De Minimis PUD <input type="checkbox"/> Other (describe)      HOA: \$ <b>0</b> <input type="checkbox"/> per year <input type="checkbox"/> per month<br>Are there any existing improvements to the property? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes      If Yes, indicate current occupancy: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant <input checked="" type="checkbox"/> Not habitable<br>If Yes, give a brief description: <b>Old store building and two frame dwellings. All in poor condition and not habitable. One dwelling has been red tagged by the City of Hattiesburg for demolition. Buildings appear to be contributing no value to the property and are given no value in this appraisal report.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        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checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Leased Fee <input type="checkbox"/> Other (describe)<br>Intended Use: <b>Valuation for possible purchase</b><br>Intended User(s) (by name or type): <b>City of Hattiesburg/Engineering Dept.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     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Box 1898, Hattiesburg, MS 39401</b><br>Appraiser: <b>Stan Lightsey</b> Address: <b>P.O. Box 15489, Hattiesburg, MS 39404</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     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border-collapse: collapse;"> <tr> <th style="text-align: left;">Characteristics</th> <th style="text-align: left;">Predominant Occupancy</th> <th style="text-align: left;">One-Unit Housing</th> <th style="text-align: left;">Present Land Use</th> <th style="text-align: left;">Change in Land Use</th> </tr> <tr> <td>           Location: <input checked="" type="checkbox"/> Urban      <input type="checkbox"/> Suburban      <input type="checkbox"/> Rural<br/>           Built up: <input checked="" type="checkbox"/> Over 75%      <input type="checkbox"/> 25-75%      <input type="checkbox"/> Under 25%<br/>           Growth rate: <input type="checkbox"/> Rapid      <input checked="" type="checkbox"/> Stable      <input type="checkbox"/> Slow<br/>           Property values: <input type="checkbox"/> Increasing      <input checked="" type="checkbox"/> Stable      <input type="checkbox"/> Declining<br/>           Demand/supply: <input type="checkbox"/> Shortage      <input checked="" type="checkbox"/> In Balance      <input type="checkbox"/> Over Supply<br/>           Marketing time: <input type="checkbox"/> Under 3 Mos.      <input checked="" type="checkbox"/> 3-6 Mos.      <input type="checkbox"/> Over 6 Mos.         </td> <td> <input checked="" type="checkbox"/> Owner<br/> <input type="checkbox"/> Tenant<br/> <input checked="" type="checkbox"/> Vacant (0-5%)<br/> <input type="checkbox"/> Vacant (&gt;5%)         </td> <td> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>PRICE (\$/000)</th> <th>AGE (yrs)</th> </tr> <tr> <td>40 Low</td> <td>50</td> </tr> <tr> <td>450 High</td> <td>120</td> </tr> <tr> <td>200 Pred</td> <td>90</td> </tr> </table> </td> <td> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>One-Unit</th> <th>75%</th> </tr> <tr> <td>2-4 Unit</td> <td>5%</td> </tr> <tr> <td>Multi-Unit</td> <td>5%</td> </tr> <tr> <td>Comm'l</td> <td>15%</td> </tr> <tr> <td></td> <td>%</td> </tr> </table> </td> <td> <input checked="" type="checkbox"/> Not Likely<br/> <input type="checkbox"/> Likely *      <input type="checkbox"/> In Process *         </td> </tr> </table> |                                                                                                                                                                                                                                                            | Characteristics                     | Predominant Occupancy    | One-Unit Housing         | Present Land Use                    | Change in Land Use                  | Location: <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural<br>Built up: <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%<br>Growth rate: <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow<br>Property values: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining<br>Demand/supply: <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply<br>Marketing time: <input type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 3-6 Mos. <input type="checkbox"/> Over 6 Mos. | <input checked="" type="checkbox"/> Owner<br><input type="checkbox"/> Tenant<br><input checked="" type="checkbox"/> Vacant (0-5%)<br><input type="checkbox"/> Vacant (>5%) | <table border="1" style="width:100%; 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| <b>MARKET AREA DESCRIPTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         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| Convenience to Schools                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 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| Adequacy of Public Transportation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      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| <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>Item</th> <th>Good</th> <th>Average</th> <th>Fair</th> <th>Poor</th> <th>N/A</th> </tr> <tr> <td>Adequacy of Utilities</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Property Compatibility</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Protection from Detrimental Conditions</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Police and Fire Protection</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input 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| Adequacy of Utilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  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| Property Compatibility                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 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| Protection from Detrimental Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 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| Police and Fire Protection                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             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| General Appearance of Properties                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       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| Appeal to Market                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       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| Market Area Comments: <b>The subject is located on the northerly edge of what is commonly known as The Oaks District, just south of the Central Business District of Hattiesburg. The area contains older homes, many of which have been refurbished. The area along Hardy Street, where the subject is located, has long time commercial properties as well as several properties that have been converted to business and professional use in recent years. Most properties in the area appear to be receiving normal maintenance.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               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| Dimensions: <b>See attached plat</b> Site Area: <b>13,500 Sq. Ft.</b><br>Zoning Classification: <b>B-2</b> Description: <b>Neighborhood Business District</b><br>Do present improvements comply with existing zoning requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No Improvements<br>Uses allowed under current zoning: <b>Variety of commercial and residential uses</b><br>Are CC&Rs applicable? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown      Have the documents been reviewed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No      Ground Rent (if applicable) \$ _____ / _____<br>Comments: <b>Zoning restrictions.</b><br>Highest & Best Use as improved: <input type="checkbox"/> Present use, or <input checked="" type="checkbox"/> Other use (explain) <b>Commercial site after removal of buildings.</b><br>Actual Use as of Effective Date: <b>Vacant property</b> Use as appraised in this report: <b>Vacant site</b><br>Summary of Highest & Best Use: <b>Based on the four tests of Highest and best Use, which are 1) legally permissible, 2) physically possible, 3) financially feasible, and 4) maximally productive, the Highest and Best Use of the subject site as vacant is estimated to be for commercial development.</b>                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     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| <b>SITE DESCRIPTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>Utilities</th> <th>Public</th> <th>Other</th> <th>Provider/Description</th> <th>Off-site Improvements</th> <th>Type</th> <th>Public</th> <th>Private</th> <th>Frontage</th> </tr> <tr> <td>Electricity</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><b>MS Power</b></td> <td>Street</td> <td><b>City</b></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><b>See comments below</b></td> </tr> <tr> <td>Gas</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><b>Willmut</b></td> <td>Width</td> <td><b>50 feet</b></td> <td></td> <td></td> <td><b>Gently sloping</b></td> </tr> <tr> <td>Water</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><b>City</b></td> <td>Surface</td> <td><b>Asphalt</b></td> <td></td> <td></td> <td><b>Average for area</b></td> </tr> <tr> <td>Sanitary Sewer</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><b>City</b></td> <td>Curb/Gutter</td> <td><b>Concrete</b></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><b>Irregular</b></td> </tr> <tr> <td>Storm Sewer</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><b>City</b></td> <td>Sidewalk</td> <td><b>Concrete</b></td> <td><input 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type="checkbox"/> | <input type="checkbox"/>            | <b>City</b>              | Curb/Gutter              | <b>Concrete</b>          | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <b>Irregular</b>                    | Storm Sewer              | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <b>City</b> | Sidewalk | <b>Concrete</b> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <b>Appears adequate</b> | Telephone | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <b>Area providers</b> | Street Lights | <b>Electric</b> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <b>Average</b> | Multimedia | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <b>Area providers</b> | Alley | <b>Asphalt</b> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |  |
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| Sanitary Sewer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         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      | Curb/Gutter              | <b>Concrete</b>          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <b>Irregular</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                           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| Storm Sewer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            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      | Sidewalk                 | <b>Concrete</b>          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <b>Appears adequate</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                           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| Telephone                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              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      | Street Lights            | <b>Electric</b>          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <b>Average</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                           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      | Alley                    | <b>Asphalt</b>           | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                           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| Other site elements: <input type="checkbox"/> Inside Lot <input checked="" type="checkbox"/> Corner Lot <input type="checkbox"/> Cul de Sac      Underground Utilities: <input type="checkbox"/> Other (describe)<br>FEMA Spec'l Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No      FEMA Flood Zone <b>X</b> FEMA Map # <b>28035C0108D</b> FEMA Map Date <b>3/2/2010</b><br>Site Comments: <b>No adverse site factors noted. Site has 96 feet of frontage along Hardy Street, 202.5 feet of frontage on 2nd Avenue, and 50 feet of frontage on alley.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             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# LAND APPRAISAL REPORT

File No.: 318 Hardy Street

| My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    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| TRANSFER HISTORY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 1st Prior Subject Sale/Transfer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                            |                                                                             |                                                                            |                  |                  |         |                                       |                                        |                                                        |                                           |      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Based on tax assessor's data, it has been under the present ownership for in excess of five years. The City of Hattiesburg is considering purchasing the site for street improvement.                                                                                                                                                                                                  |                                                                            |                                                                             |                                                                            |                  |                  |         |                                       |                                        |                                                        |                                           |                      |  |              |              |              |            |    |           |            |           |              |    |         |         |         |                |            |             |              |             |                        |              |                    |               |                       |                  |             |             |                |             |                |                    |     |      |  |      |  |             |  |                 |  |                 |  |                   |  |            |  |            |  |                  |            |            |  |            |  |          |                |                |  |                |  |                      |        |        |  |       |  |            |              |              |  |              |  |        |     |     |     |     |     |              |          |      |  |          |  |          |              |                  |     |                  |     |                |     |     |  |    |  |                               |  |                                                                            |                                                                             |                                                                            |                                            |  |                    |                     |                    |                                     |  |         |         |         |
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| 2nd Prior Subject Sale/Transfer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        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| <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>FEATURE</th> <th>SUBJECT PROPERTY</th> <th>COMPARABLE NO. 1</th> <th>COMPARABLE NO. 2</th> <th>COMPARABLE NO. 3</th> </tr> </thead> <tbody> <tr> <td>Address</td> <td>318 Hardy St<br/>Hattiesburg, MS 39401</td> <td>908 W Pine St<br/>Hattiesburg, MS 39401</td> <td>Hardy Street @ South 10th Ave<br/>Hattiesburg, MS 39401</td> <td>Pinehurst Street<br/>Hattiesburg, MS 39401</td> </tr> <tr> <td>Proximity to Subject</td> <td></td> <td>0.39 miles S</td> <td>0.53 miles W</td> <td>0.37 miles W</td> </tr> <tr> <td>Sale Price</td> <td>\$</td> <td>\$ 74,000</td> <td>\$ 135,000</td> <td>\$ 24,000</td> </tr> <tr> <td>Price/ Sq Ft</td> <td>\$</td> <td>\$ 2.47</td> <td>\$ 5.58</td> <td>\$ 3.20</td> </tr> <tr> <td>Data Source(s)</td> <td>Inspection</td> <td>MLS # 79002</td> <td>Deed records</td> <td>MLS # 72523</td> </tr> <tr> <td>Verification Source(s)</td> <td>Tax Assessor</td> <td>Re/Max Real Estate</td> <td>Buyer/Bradley</td> <td>Sinopoli &amp; Associates</td> </tr> <tr> <td>VALUE ADJUSTMENT</td> <td>DESCRIPTION</td> <td>DESCRIPTION</td> <td>+ (-) % Adjust</td> <td>DESCRIPTION</td> <td>+ (-) % Adjust</td> </tr> <tr> <td>Sales or Financing</td> <td>N/A</td> <td>Cash</td> <td></td> <td>Cash</td> <td></td> </tr> <tr> <td>Concessions</td> <td></td> <td>Seller paid \$0</td> <td></td> <td>Seller paid \$0</td> <td></td> </tr> <tr> <td>Date of Sale/Time</td> <td></td> <td>03/12/2010</td> <td></td> <td>10/30/2007</td> <td></td> </tr> <tr> <td>Rights Appraised</td> <td>Fee Simple</td> <td>Fee Simple</td> <td></td> <td>Fee Simple</td> <td></td> </tr> <tr> <td>Location</td> <td>SE Hattiesburg</td> <td>SE Hattiesburg</td> <td></td> <td>SE Hattiesburg</td> <td></td> </tr> <tr> <td>Site Area (in Sq Ft)</td> <td>13,500</td> <td>30,000</td> <td></td> <td>7,500</td> <td></td> </tr> <tr> <td>Topography</td> <td>Gentle slope</td> <td>Gentle slope</td> <td></td> <td>Gentle slope</td> <td></td> </tr> <tr> <td>Zoning</td> <td>B-2</td> <td>B-1</td> <td>+10</td> <td>B-3</td> <td>-20</td> </tr> <tr> <td>Improvements</td> <td>No value</td> <td>None</td> <td></td> <td>No value</td> <td></td> </tr> <tr> <td>Frontage</td> <td>Hardy Street</td> <td>West Pine Street</td> <td>+10</td> <td>Pinehurst Street</td> <td>+15</td> </tr> <tr> <td>Days on Market</td> <td>N/A</td> <td>252</td> <td></td> <td>14</td> <td></td> </tr> <tr> <td>Net Adjustment (Total, in \$)</td> <td></td> <td><input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 14,820</td> <td><input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -27,008</td> <td><input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -1,200</td> </tr> <tr> <td>Net Adjustment (Total, in % of \$ / Sq Ft)</td> <td></td> <td>(20 % of \$/Sq Ft)</td> <td>(-20 % of \$/Sq Ft)</td> <td>(-5 % of \$/Sq Ft)</td> </tr> <tr> <td>Adjusted Sale Price (in \$ / Sq Ft)</td> <td></td> <td>\$ 2.96</td> <td>\$ 4.46</td> <td>\$ 3.04</td> </tr> </tbody> </table> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | FEATURE                                                                    | SUBJECT PROPERTY                                                            | COMPARABLE NO. 1                                                           | COMPARABLE NO. 2 | COMPARABLE NO. 3 | Address | 318 Hardy St<br>Hattiesburg, MS 39401 | 908 W Pine St<br>Hattiesburg, MS 39401 | Hardy Street @ South 10th Ave<br>Hattiesburg, MS 39401 | Pinehurst Street<br>Hattiesburg, MS 39401 | Proximity to Subject |  | 0.39 miles S | 0.53 miles W | 0.37 miles W | Sale Price | \$ | \$ 74,000 | \$ 135,000 | \$ 24,000 | Price/ Sq Ft | \$ | \$ 2.47 | \$ 5.58 | \$ 3.20 | Data Source(s) | Inspection | MLS # 79002 | Deed records | MLS # 72523 | Verification Source(s) | Tax Assessor | Re/Max Real Estate | Buyer/Bradley | Sinopoli & Associates | VALUE ADJUSTMENT | DESCRIPTION | DESCRIPTION | + (-) % Adjust | DESCRIPTION | + (-) % Adjust | Sales or Financing | N/A | Cash |  | Cash |  | Concessions |  | Seller paid \$0 |  | Seller paid \$0 |  | Date of Sale/Time |  | 03/12/2010 |  | 10/30/2007 |  | Rights Appraised | Fee Simple | Fee Simple |  | Fee Simple |  | Location | SE Hattiesburg | SE Hattiesburg |  | SE Hattiesburg |  | Site Area (in Sq Ft) | 13,500 | 30,000 |  | 7,500 |  | Topography | Gentle slope | Gentle slope |  | Gentle slope |  | Zoning | B-2 | B-1 | +10 | B-3 | -20 | Improvements | No value | None |  | No value |  | Frontage | Hardy Street | West Pine Street | +10 | Pinehurst Street | +15 | Days on Market | N/A | 252 |  | 14 |  | Net Adjustment (Total, in \$) |  | <input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 14,820 | <input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -27,008 | <input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -1,200 | Net Adjustment (Total, in % of \$ / Sq Ft) |  | (20 % of \$/Sq Ft) | (-20 % of \$/Sq Ft) | (-5 % of \$/Sq Ft) | Adjusted Sale Price (in \$ / Sq Ft) |  | \$ 2.96 | \$ 4.46 | \$ 3.04 |
| FEATURE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | SUBJECT PROPERTY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | COMPARABLE NO. 1                                                           | COMPARABLE NO. 2                                                            | COMPARABLE NO. 3                                                           |                  |                  |         |                                       |                                        |                                                        |                                           |                      |  |              |              |              |            |    |           |            |           |              |    |         |         |         |                |            |             |              |             |                        |              |                    |               |                       |                  |             |             |                |             |                |                    |     |      |  |      |  |             |  |                 |  |                 |  |                   |  |            |  |            |  |                  |            |            |  |            |  |          |                |                |  |                |  |                      |        |        |  |       |  |            |              |              |  |              |  |        |     |     |     |     |     |              |          |      |  |          |  |          |              |                  |     |          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| Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 318 Hardy St<br>Hattiesburg, MS 39401                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 908 W Pine St<br>Hattiesburg, MS 39401                                     | Hardy Street @ South 10th Ave<br>Hattiesburg, MS 39401                      | Pinehurst Street<br>Hattiesburg, MS 39401                                  |                  |                  |         |                                       |                                        |                                                        |                                           |                      |  |              |              |              |            |    |           |            |           |              |    |         |         |         |                |            |             |              |             |                        |              |                    |               |                       |                  |             |             |                |             |                |                    |     |      |  |      |  |             |  |                 |  |                 |  |                   |  |            |  |            |  |                  |            |            |  |            |  |          |                |                |  |                |  |                      |        |        |  |       |  |            |              |              |  |              |  |        |     |     |     |     |     |              |          |      |  |          |  |          |              |                  |     |          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| Proximity to Subject                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   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79002                                                                | Deed records                                                                | MLS # 72523                                                                |                  |                  |         |                                       |                                        |                                                        |                                           |                      |  |              |              |              |            |    |           |            |           |              |    |         |         |         |                |            |             |              |             |                        |              |                    |               |                       |                  |             |             |                |             |                |                    |     |      |  |      |  |             |  |                 |  |                 |  |                   |  |            |  |            |  |                  |            |            |  |            |  |          |                |                |  |                |  |                      |        |        |  |       |  |            |              |              |  |              |  |        |     |     |     |     |     |              |          |      |  |          |  |          |              |                  |     |                  |     |                |     |     |  |    |  |                               |  |                                                                            |                                                                             |                                                                            |                                            |  |                    |                     |                    |                                     |  |         |         |         |
| Verification Source(s)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Tax Assessor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Re/Max Real Estate                                                         | Buyer/Bradley                                                               | Sinopoli & Associates                                                      |                  |                  |         |                                       |                                        |                                                        |                                           |                      |  |              |              |              |            |    |           |            |           |              |    |         |         |         |                |            |             |              |             |                        |              |                    |               |                       |                  |             |             |                |             |                |                    |     |      |  |      |  |             |  |                 |  |                 |  |                   |  |            |  |            |  |                  |            |            |  |            |  |          |                |                |  |                |  |                      |        |        |  |       |  |            |              |              |  |              |  |        |     |     |     |     |     |              |          |      |  |          |  |          |              |                  |     |          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| VALUE ADJUSTMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       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| Date of Sale/Time                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      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| Rights Appraised                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       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| Site Area (in Sq Ft)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   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        |     |                |     |     |  |    |  |                               |  |                                                                            |                                                                             |                                                                            |                                            |  |                    |                     |                    |                                     |  |         |         |         |
| Topography                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Gentle slope                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Gentle slope                                                               |                                                                             | Gentle slope                                                               |                  |                  |         |                                       |                                        |                                                        |                                           |                      |  |              |              |              |            |    |           |            |           |              |    |         |         |         |                |            |             |              |             |                        |              |                    |               |                       |                  |             |             |                |             |                |                    |     |      |  |      |  |             |  |                 |  |                 |  |                   |  |            |  |            |  |                  |            |            |  |            |  |          |                |                |  |                |  |                      |        |        |  |       |  |            |              |              |  |              |  |        |     |     |     |     |     |              |          |      |  |          |  |          |              |                  |     |                  |     |                |     |     |  |    |  |                               |  |                                                                            |                                                                             |                                                                            |                                            |  |                    |                     |                    |                                     |  |         |         |         |
| Zoning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | B-2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | B-1                                                                        | +10                                                                         | B-3                                                                        | -20              |                  |         |                                       |                                        |                                                        |                                           |                      |  |              |              |              |            |    |           |            |           |              |    |         |         |         |                |            |             |              |             |                        |              |                    |               |                       |                  |             |             |                |             |                |                    |     |      |  |      |  |             |  |                 |  |                 |  |                   |  |            |  |            |  |                  |            |            |  |            |  |          |                |                |  |                |  |                      |        |        |  |       |  |            |              |              |  |              |  |        |     |     |     |     |     |              |          |      |  |          |  |          |              |                  |     |                  |     |                |     |     |  |    |  |                               |  |                                                                            |                                                                             |                                                                            |                                            |  |                    |                     |                    |                                     |  |         |         |         |
| Improvements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | No value                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | None                                                                       |                                                                             | No value                                                                   |                  |                  |         |                                       |                                        |                                                        |                                           |                      |  |              |              |              |            |    |           |            |           |              |    |         |         |         |                |            |             |              |             |                        |              |                    |               |                       |                  |             |             |                |             |                |                    |     |      |  |      |  |             |  |                 |  |                 |  |                   |  |            |  |            |  |                  |            |            |  |            |  |          |                |                |  |                |  |                      |        |        |  |       |  |            |              |              |  |              |  |        |     |     |     |     |     |              |          |      |  |          |  |          |              |                  |     |                  |     |                |     |     |  |    |  |                               |  |                                                                            |                                                                             |                                                                            |                                            |  |                    |                     |                    |                                     |  |         |         |         |
| Frontage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Hardy Street                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | West Pine Street                                                           | +10                                                                         | Pinehurst Street                                                           | +15              |                  |         |                                       |                                        |                                                        |                                           |                      |  |              |              |              |            |    |           |            |           |              |    |         |         |         |                |            |             |              |             |                        |              |                    |               |                       |                  |             |             |                |             |                |                    |     |      |  |      |  |             |  |                 |  |                 |  |                   |  |            |  |            |  |                  |            |            |  |            |  |          |                |                |  |                |  |                      |        |        |  |       |  |            |              |              |  |              |  |        |     |     |     |     |     |              |          |      |  |          |  |          |              |                  |     |                  |     |                |     |     |  |    |  |                               |  |                                                                            |                                                                             |                                                                            |                                            |  |                    |                     |                    |                                     |  |         |         |         |
| Days on Market                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         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        |     |                |     |     |  |    |  |                               |  |                                                                            |                                                                             |                                                                            |                                            |  |                    |                     |                    |                                     |  |         |         |         |
| Net Adjustment (Total, in \$)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 14,820 | <input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -27,008 | <input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -1,200 |                  |                  |         |                                       |                                        |                                                        |                                           |                      |  |              |              |              |            |    |           |            |           |              |    |         |         |         |                |            |             |              |             |                        |              |                    |               |                       |                  |             |             |                |             |                |                    |     |      |  |      |  |             |  |                 |  |                 |  |                   |  |            |  |            |  |                  |            |            |  |            |  |          |                |                |  |                |  |                      |        |        |  |       |  |            |              |              |  |              |  |        |     |     |     |     |     |              |          |      |  |          |  |          |              |                  |     |                  |     |                |     |     |  |    |  |                               |  |                                                                            |                                                                             |                                                                            |                                            |  |                    |                     |                    |                                     |  |         |         |         |
| Net Adjustment (Total, in % of \$ / Sq Ft)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | (20 % of \$/Sq Ft)                                                         | (-20 % of \$/Sq Ft)                                                         | (-5 % of \$/Sq Ft)                                                         |                  |                  |         |                                       |                                        |                                                        |                                           |                      |  |              |              |              |            |    |           |            |           |              |    |         |         |         |                |            |             |              |             |                        |              |                    |               |                       |                  |             |             |                |             |                |                    |     |      |  |      |  |             |  |                 |  |                 |  |                   |  |            |  |            |  |                  |            |            |  |            |  |          |                |                |  |                |  |                      |        |        |  |       |  |            |              |              |  |              |  |        |     |     |     |     |     |              |          |      |  |          |  |          |              |                  |     |                  |     |                |     |     |  |    |  |                               |  |                                                                            |                                                                             |                                                                            |                                            |  |                    |                     |                    |                                     |  |         |         |         |
| Adjusted Sale Price (in \$ / Sq Ft)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    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        |     |                |     |     |  |    |  |                               |  |                                                                            |                                                                             |                                                                            |                                            |  |                    |                     |                    |                                     |  |         |         |         |
| Summary of Sales Comparison Approach                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   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        |     |                |     |     |  |    |  |                               |  |                                                                            |                                                                             |                                                                            |                                            |  |                    |                     |                    |                                     |  |         |         |         |
| Sales were the most recent available similar properties following research of the market. Adjustments are made in % of price per square foot. Sales 2 and 3 were adjusted downward for zoning, as B-3 is less restrictive than B-2, and allows for more uses. Sale 1 was adjusted upward for zoning as B-1 is more restrictive than B-2. Sales 1 and 3 were adjusted upwards for lack of Hardy Street frontage. The subject neighborhood is virtually fully developed and has been for many years with very few vacant sites remaining. The sales utilized in this report were the most recent, similar sales discovered after research of the market. Based on this data, the value opinion of the subject is \$4.00 per square foot. 13,500 sf @ \$4.00 = \$54,000.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                            |                                                                             |                                                                            |                  |                  |         |                                       |                                        |                                                        |                                           |                      |  |              |              |              |            |    |           |            |           |              |    |         |         |         |                |            |             |              |             |                        |              |                    |               |                       |                  |             |             |                |             |                |                    |     |      |  |      |  |             |  |                 |  |                 |  |                   |  |            |  |            |  |                  |            |            |  |            |  |          |                |                |  |                |  |                      |        |        |  |       |  |            |              |              |  |              |  |        |     |     |     |     |     |              |          |      |  |          |  |          |              |                  |     |                  |     |                |     |     |  |    |  |                               |  |                                                                            |                                                                             |                                                                            |                                            |  |                    |                     |                    |                                     |  |         |         |         |
| PUD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | PROJECT INFORMATION FOR PUDs (if applicable) <input type="checkbox"/> The Subject is part of a Planned Unit Development.                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                            |                                                                             |                                                                            |                  |                  |         |                                       |                                        |                                                        |                                           |                      |  |              |              |              |            |    |           |            |           |              |    |         |         |         |                |            |             |              |             |                        |              |                    |               |                       |                  |             |             |                |             |                |                    |     |      |  |      |  |             |  |                 |  |                 |  |                   |  |            |  |            |  |                  |            |            |  |            |  |          |                |                |  |                |  |                      |        |        |  |       |  |            |              |              |  |              |  |        |     |     |     |     |     |              |          |      |  |          |  |          |              |                  |     |          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  | Legal Name of Project:<br>Describe common elements and recreational facilities:                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                            |                                                                             |                                                                            |                  |                  |         |                                       |                                        |                                                        |                                           |                      |  |              |              |              |            |    |           |            |           |              |    |         |         |         |                |            |             |              |             |                        |              |                    |               |                       |                  |             |             |                |             |                |                    |     |      |  |      |  |             |  |                 |  |                 |  |                   |  |            |  |            |  |                  |            |            |  |            |  |          |                |                |  |                |  |                      |        |        |  |       |  |            |              |              |  |              |  |        |     |     |     |     |     |              |          |      |  |          |  |          |              |                  |     |                  |     |                |     |     |  |    |  |                               |  |                                                                            |                                                                             |                                                                            |                                            |  |                    |                     |                    |                                     |  |         |         |         |
| RECONCILIATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Indicated Value by: Sales Comparison Approach \$ 54,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                            |                                                                             |                                                                            |                  |                  |         |                                       |                                        |                                                        |                                           |                      |  |              |              |              |            |    |           |            |           |              |    |         |         |         |                |            |             |              |             |                        |              |                    |               |                       |                  |             |             |                |             |                |                    |     |      |  |      |  |             |  |                 |  |                 |  |                   |  |            |  |            |  |                  |            |            |  |            |  |          |                |                |  |                |  |                      |        |        |  |       |  |            |              |              |  |              |  |        |     |     |     |     |     |              |          |      |  |          |  |          |              |                  |     |          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  | Final Reconciliation: As the subject's value is in the vacant land, only the Sales Comparison Approach was deemed applicable to its valuation.                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                            |                                                                             |                                                                            |                  |                  |         |                                       |                                        |                                                        |                                           |                      |  |              |              |              |            |    |           |            |           |              |    |         |         |         |                |            |             |              |             |                        |              |                    |               |                       |                  |             |             |                |             |                |                    |     |      |  |      |  |             |  |                 |  |                 |  |                   |  |            |  |            |  |                  |            |            |  |            |  |          |                |                |  |                |  |                      |        |        |  |       |  |            |              |              |  |              |  |        |     |     |     |     |     |              |          |      |  |          |  |          |              |                  |     |          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  | This appraisal is made <input checked="" type="checkbox"/> "as is", or <input type="checkbox"/> subject to the following conditions: Site size to be verified by professional engineer or surveyor.                                                                                                                                                                                                                                                                                                                                             |                                                                            |                                                                             |                                                                            |                  |                  |         |                                       |                                        |                                                        |                                           |                      |  |              |              |              |            |    |           |            |           |              |    |         |         |         |                |            |             |              |             |                        |              |                    |               |                       |                  |             |             |                |             |                |                    |     |      |  |      |  |             |  |                 |  |                 |  |                   |  |            |  |            |  |                  |            |            |  |            |  |          |                |                |  |                |  |                      |        |        |  |       |  |            |              |              |  |              |  |        |     |     |     |     |     |              |          |      |  |          |  |          |              |                  |     |          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  | <input checked="" type="checkbox"/> This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.                                                                                                                                                                                                                                                                                                                                                                         |                                                                            |                                                                             |                                                                            |                  |                  |         |                                       |                                        |                                                        |                                           |                      |  |              |              |              |            |    |           |            |           |              |    |         |         |         |                |            |             |              |             |                        |              |                    |               |                       |                  |             |             |                |             |                |                    |     |      |  |      |  |             |  |                 |  |                 |  |                   |  |            |  |            |  |                  |            |            |  |            |  |          |                |                |  |                |  |                      |        |        |  |       |  |            |              |              |  |              |  |        |     |     |     |     |     |              |          |      |  |          |  |          |              |                  |     |                  |     |                |     |     |  |    |  |                               |  |                                                                            |                                                                             |                                                                            |                                            |  |                    |                     |                    |                                     |  |         |         |         |
| ATTACH                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 54,000, as of: 03/23/2016, which is the effective date of this appraisal.                                                                                                                                                    |                                                                            |                                                                             |                                                                            |                  |                  |         |                                       |                                        |                                                        |                                           |                      |  |              |              |              |            |    |           |            |           |              |    |         |         |         |                |            |             |              |             |                        |              |                    |               |                       |                  |             |             |                |             |                |                    |     |      |  |      |  |             |  |                 |  |                 |  |                   |  |            |  |            |  |                  |            |            |  |            |  |          |                |                |  |                |  |                      |        |        |  |       |  |            |              |              |  |              |  |        |     |     |     |     |     |              |          |      |  |          |  |          |              |                  |     |          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See attached addenda.                                                                                                                                                                                                                                                                                                                                                                                 |                                                                            |                                                                             |                                                                            |                  |                  |         |                                       |                                        |                                                        |                                           |                      |  |              |              |              |            |    |           |            |           |              |    |         |         |         |                |            |             |              |             |                        |              |                    |               |                       |                  |             |             |                |             |                |                    |     |      |  |      |  |             |  |                 |  |                 |  |                   |  |            |  |            |  |                  |            |            |  |            |  |          |                |                |  |                |  |                      |        |        |  |       |  |            |              |              |  |              |  |        |     |     |     |     |     |              |          |      |  |          |  |          |              |                  |     |                  |     |                |     |     |  |    |  |                               |  |                                                                            |                                                                             |                                                                            |                                            |  |                    |                     |                    |                                     |  |         |         |         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | A true and complete copy of this report contains 13 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits:                                                                                                                                                                                                                                  |                                                                            |                                                                             |                                                                            |                  |                  |         |                                       |                                        |                                                        |                                           |                      |  |              |              |              |            |    |           |            |           |              |    |         |         |         |                |            |             |              |             |                        |              |                    |               |                       |                  |             |             |                |             |                |                    |     |      |  |      |  |             |  |                 |  |                 |  |                   |  |            |  |            |  |                  |            |            |  |            |  |          |                |                |  |                |  |                      |        |        |  |       |  |            |              |              |  |              |  |        |     |     |     |     |     |              |          |      |  |          |  |          |              |                  |     |                  |     |                |     |     |  |    |  |                               |  |                                                                            |                                                                             |                                                                            |                                            |  |                    |                     |                    |                                     |  |         |         |         |
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  | <input checked="" type="checkbox"/> Limiting cond./Certifications <input checked="" type="checkbox"/> Narrative Addendum <input checked="" type="checkbox"/> Location Map(s) <input checked="" type="checkbox"/> Flood Addendum <input type="checkbox"/> Scope of Work<br><input checked="" type="checkbox"/> Photo Addenda <input checked="" type="checkbox"/> Parcel Map <input type="checkbox"/> Hypothetical Conditions <input checked="" type="checkbox"/> Extraordinary Assumptions <input checked="" type="checkbox"/> USPAP ID/Tax Data |                                                                            |                                                                             |                                                                            |                  |                  |         |                                       |                                        |                                                        |                                           |                      |  |              |              |              |            |    |           |            |           |              |    |         |         |         |                |            |             |              |             |                        |              |                    |               |                       |                  |             |             |                |             |                |                    |     |      |  |      |  |             |  |                 |  |                 |  |                   |  |            |  |            |  |                  |            |            |  |            |  |          |                |                |  |                |  |                      |        |        |  |       |  |            |              |              |  |              |  |        |     |     |     |     |     |              |          |      |  |          |  |          |              |                  |     |          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| SIGNATURES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Client Contact: Janet Beech                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                            |                                                                             |                                                                            |                  |                  |         |                                       |                                        |                                                        |                                           |                      |  |              |              |              |            |    |           |            |           |              |    |         |         |         |                |            |             |              |             |                        |              |                    |               |                       |                  |             |             |                |             |                |                    |     |      |  |      |  |             |  |                 |  |                 |  |                   |  |            |  |            |  |                  |            |            |  |            |  |          |                |                |  |                |  |                      |        |        |  |       |  |            |              |              |  |              |  |        |     |     |     |     |     |              |          |      |  |          |  |          |              |                  |     |          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  | E-Mail: jbeech@hattiesburgms.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                            |                                                                             |                                                                            |                  |                  |         |                                       |                                        |                                                        |                                           |                      |  |              |              |              |            |    |           |            |           |              |    |         |         |         |                |            |             |              |             |                        |              |                    |               |                       |                  |             |             |                |             |                |                    |     |      |  |      |  |             |  |                 |  |                 |  |                   |  |            |  |            |  |                  |            |            |  |            |  |          |                |                |  |                |  |                      |        |        |  |       |  |            |              |              |  |              |  |        |     |     |     |     |     |              |          |      |  |          |  |          |              |                  |     |          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Box 1898, Hattiesburg, MS 39401                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                            |                                                                             |                                                                            |                  |                  |         |                                       |                                        |                                                        |                                           |                      |  |              |              |              |            |    |           |            |           |              |    |         |         |         |                |            |             |              |             |                        |              |                    |               |                       |                  |             |             |                |             |                |                    |     |      |  |      |  |             |  |                 |  |                 |  |                   |  |            |  |            |  |                  |            |            |  |            |  |          |                |                |  |                |  |                      |        |        |  |       |  |            |              |              |  |              |  |        |     |     |     |     |     |              |          |      |  |          |  |          |              |                  |     |                  |     |                |     |     |  |    |  |                               |  |                                                                            |                                                                             |                                                                            |                                            |  |                    |                     |                    |                                     |  |         |         |         |
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  | Client Name: City of Hattiesburg                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                            |                                                                             |                                                                            |                  |                  |         |                                       |                                        |                                                        |                                           |      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  | Supervisory or Co-Appraiser Name: SUPERVISORY APPRAISER (if required) or CO-APPRaiser (if applicable)                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                            |                                                                             |                                                                            |                  |                  |         |                                       |                                        |                                                        |                                           |      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  | Appraiser Name: Stan Lightsey                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                            |                                                                             |                                                                            |                  |                  |         |                                       |                                        |                                                        |                                           |      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  | Company: Lightsey & Associates                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                            |                                                                             |                                                                            |                  |                  |         |                                       |                                        |                                                        |                                           |      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  | E-Mail: slights@bellsouth.net                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                            |                                                                             |                                                                            |                  |                  |         |                                       |                                        |                                                        |                                           |      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| Date of Report (Signature): 03/24/2016                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 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| License or Certification #: RA-16                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      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| Designation: SRA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       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        |     |                |     |     |  |    |  |                               |  |                                                                            |                                                                             |                                                                            |                                            |  |                    |                     |                    |                                     |  |         |         |         |
| Expiration Date of License or Certification: 03/31/2017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                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| Inspection of Subject: <input checked="" type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect (Desktop)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              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                |  |              |              |              |            |    |           |            |           |              |    |         |         |         |                |            |             |              |             |                        |              |                    |               |                       |                  |             |             |                |             |                |                    |     |      |  |      |  |             |  |                 |  |                 |  |                   |  |            |  |            |  |                  |            |            |  |            |  |          |                |                |  |                |  |                      |        |        |  |       |  |            |              |              |  |              |  |        |     |     |     |     |     |              |          |      |  |          |  |          |              |                  |     |                  |     |                |     |     |  |    |  |                               |  |                                                                            |                                                                             |                                                                            |                                            |  |                    |                     |                    |                                     |  |         |         |         |
| Date of Inspection: 03/23/2016                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  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                |  |              |              |              |            |    |           |            |           |              |    |         |         |         |                |            |             |              |             |                        |              |                    |               |                       |                  |             |             |                |             |                |                    |     |      |  |      |  |             |  |                 |  |                 |  |                   |  |            |  |            |  |                  |            |            |  |            |  |          |                |                |  |                |  |                      |        |        |  |       |  |            |              |              |  |              |  |        |     |     |     |     |     |              |          |      |  |          |  |          |              |                  |     |                  |     |                |     |     |  |    |  |                               |  |                                                                            |                                                                             |                                                                            |                                            |  |                    |                     |                    |                                     |  |         |         |         |



**Supplemental Addendum**

File No. 318 Hardy Street

|                  |              |        |         |       |                   |
|------------------|--------------|--------|---------|-------|-------------------|
| Borrower         | N/A          |        |         |       |                   |
| Property Address | 318 Hardy St |        |         |       |                   |
| City             | Hattiesburg  | County | Forrest | State | MS Zip Code 39401 |
| Lender/Client    |              |        |         |       |                   |

**EXTRAORDINARY ASSUMPTION**

The subject is located in an area of Hattiesburg where there are numerous historical properties that fall under the jurisdiction of the Hattiesburg Historic Commission. In order to demolish a property in this area, it requires going through the process of obtaining a permit from the Historic Commission and the City of Hattiesburg to proceed with a demolition. The value opinion reflected in this appraisal report is subject to the extraordinary assumption that permission would be granted to remove the existing buildings from the subject site.

# Assumptions, Limiting Conditions & Scope of Work

File No.: 318 Hardy Street  
State: MS Zip Code: 39401

Property Address: 318 Hardy St

City: Hattiesburg

Client: City of Hattiesburg

Address: P.O. Box 1898, Hattiesburg, MS 39401

Appraiser: Stan Lightsey

Address: P.O. Box 15489, Hattiesburg, MS 39404

## STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis

of it being under responsible ownership.

- The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.

- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area.

Because

the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved

in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or

warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist

or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the

field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items

that were furnished by other parties.

- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the

client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements

applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.

- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this

report or any copy thereof does not carry with it the right of publication.

- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

**The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by**

**the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties**

**assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.**

**Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):**

# Certifications & Definitions

File No: 318 Hardy Street

|                                |                                                |           |                 |
|--------------------------------|------------------------------------------------|-----------|-----------------|
| Property Address: 318 Hardy St | City: Hattiesburg                              | State: MS | Zip Code: 39401 |
| Client: City of Hattiesburg    | Address: P.O. Box 1898, Hattiesburg, MS 39401  |           |                 |
| Appraiser: Stan Lightsey       | Address: P.O. Box 15489, Hattiesburg, MS 39404 |           |                 |

**APPRAISER'S CERTIFICATION**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

**Additional Certifications:**

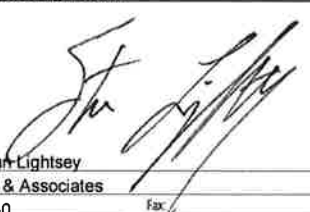
**DEFINITION OF MARKET VALUE \*:**

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

\* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and

|                                  |                                               |
|----------------------------------|-----------------------------------------------|
| Client Contact: Janet Beech      | Client Name: City of Hattiesburg              |
| E-Mail: jbeech@hattiesburgms.com | Address: P.O. Box 1898, Hattiesburg, MS 39401 |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>APPRAISER</b></p>  <p>Appraiser Name: Stan Lightsey<br/> Company: Lightsey &amp; Associates<br/> Phone: 601-584-6260<br/> E-Mail: slights@bellsouth.net<br/> Date Report Signed: 03/24/2016<br/> License or Certification #: RA-16<br/> Designation: SRA<br/> Expiration Date of License or Certification: 03/31/2017<br/> Inspection of Subject: <input checked="" type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect (Desktop)<br/> Date of Inspection: 03/23/2016</p> | <p><b>SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)</b></p> <p>Supervisory or Co-Appraiser Name: _____<br/> Company: _____<br/> Phone: _____ Fax: _____<br/> E-Mail: _____<br/> Date Report Signed: _____<br/> License or Certification #: _____ State: _____<br/> Designation: _____<br/> Expiration Date of License or Certification: _____<br/> Inspection of Subject: <input type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect<br/> Date of Inspection: _____</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

# USPAP ADDENDUM

File No. 318 Hardy Street

|                  |              |          |         |
|------------------|--------------|----------|---------|
| Borrower         | N/A          |          |         |
| Property Address | 318 Hardy St |          |         |
| City             | Hattiesburg  | County   | Forrest |
|                  |              | State    | MS      |
|                  |              | Zip Code | 39401   |
| Lender           |              |          |         |

This report was prepared under the following USPAP reporting option:

☒ Appraisal Report  
☐ Restricted Appraisal Report

This report was prepared in accordance with USPAP Standards Rule 2-2(a).

This report was prepared in accordance with USPAP Standards Rule 2-2(b).

**Reasonable Exposure Time**  
 My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 180-270 days for based on MLS date  
 for vacant land in the area.

**Additional Certifications**  
 I certify that, to the best of my knowledge and belief:

☒

I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

☐

I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Additional Comments

**APPRAISER:**

Signature: \_\_\_\_\_

Name: Stan Lightsey

Date Signed: 03/24/2016

State Certification #: RA-16

or State License #: \_\_\_\_\_

State: MS

Expiration Date of Certification or License: 03/31/2017

Effective Date of Appraisal: 03/23/2016

**SUPERVISORY APPRAISER: (only if required)**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

State Certification #: \_\_\_\_\_

or State License #: \_\_\_\_\_

State: \_\_\_\_\_

Expiration Date of Certification or License: \_\_\_\_\_

Supervisory Appraiser Inspection of Subject Property:

☐ Did Not
 ☐ Exterior-only from Street
 ☐ Interior and Exterior

## Location Map

|                  |              |        |         |       |                   |
|------------------|--------------|--------|---------|-------|-------------------|
| Borrower         | N/A          |        |         |       |                   |
| Property Address | 318 Hardy St |        |         |       |                   |
| City             | Hattiesburg  | County | Forrest | State | MS Zip Code 39401 |
| Lender/Client    |              |        |         |       |                   |



## Location Map

|                  |              |        |         |       |                   |
|------------------|--------------|--------|---------|-------|-------------------|
| Borrower         | N/A          |        |         |       |                   |
| Property Address | 318 Hardy St |        |         |       |                   |
| City             | Hattiesburg  | County | Forrest | State | MS Zip Code 39401 |
| Lender/Client    |              |        |         |       |                   |



## Flood Map

|                  |              |        |         |       |                   |
|------------------|--------------|--------|---------|-------|-------------------|
| Borrower         | N/A          |        |         |       |                   |
| Property Address | 318 Hardy St |        |         |       |                   |
| City             | Hattiesburg  | County | Forrest | State | MS Zip Code 39401 |
| Lender/Client    |              |        |         |       |                   |

**InterFlood** by a la mode

Prepared for: Lightsey and Associates  
318 Hardy St  
Hattiesburg, MS 39401



### MAP DATA

FEMA Special Flood Hazard Area: No  
Map Number: 28035C01080  
Zone: X  
Map Date: March 02, 2010  
FIPS: 28035

### MAP LEGEND

- |                                      |                 |
|--------------------------------------|-----------------|
| Areas inundated by 500-year flooding | Protected Areas |
| Areas inundated by 100-year flooding | Floodway        |
| Velocity Hazard                      | Subject Area    |

Powered by CoreLogic



## Plat Map



The materials available at this web site are for informational purposes only and do not constitute a legal document.



## Tax Data

Delta Computer Systems

Page 1 of 1

Forrest County Mississippi



Delta Computer Systems, Inc.

### Property Link

FORREST COUNTY, MS

Current Date 3/23/2016 Tax Year 2015  
Records Last Updated 3/23/2016

#### PROPERTY DETAIL

OWNER MUSSIETT RICARDO ACRES : \*\*NA\*\*  
318 HARDY ST LAND VALUE : 38720  
HATTIESBURG MS 39401 IMPROVEMENTS : 23430  
TOTAL VALUE: 62150  
ASSESSED : 9323

PARCEL 2-0290-10-043.00  
ADDRESS 318 HARDY STREET

#### TAX INFORMATION

| YEAR 2015 | TAX DUE | PAID    | BALANCE |
|-----------|---------|---------|---------|
| COUNTY    | 588.93  | 588.93  | 0.00    |
| CITY      | 461.67  | 461.67  | 0.00    |
| SCHOOL    | 604.97  | 604.97  | 0.00    |
| TOTAL     | 1655.57 | 1655.57 | 0.00    |

LAST PAYMENT DATE 2 / 1 / 2016

#### MISCELLANEOUS INFORMATION

|                |        |       |                                |
|----------------|--------|-------|--------------------------------|
| EXEMPT CODE    |        | LEGAL | BG NW/CR KT 7 SE 202.5 NELY 50 |
| HOMESTEAD CODE | None   |       | NWLY82.83 NELY 5.1 NWLY 29 W   |
| TAX DISTRICT   | 1110   |       | ALG HARDY 120 TO POB           |
| PPIN           | 019364 |       | PREV #:H0448-11-009            |
| SECTION        | 09     |       | KAMPER & WINNERY EXT 2ND       |
| TOWNSHIP       | 04N    |       |                                |
| RANGE          | 13W    |       |                                |

Book 492 Page 205

#### TAX SALES HISTORY, FOR UNPAID TAXES

| Year                   | Sold To | Redeemed Date/By |
|------------------------|---------|------------------|
| **NO TAX SALES FOUND** |         |                  |

[View Appraisal Record](#)

[Back](#)

[Forrest County Home](#) | [Chancery Court](#) | [Instrument Looking](#) | [Online Property Tax Payments](#) | [Online Personal Property Tax Payments](#) | [Online Mobile Home Tax Payments](#) | [Online Car Tag Payments](#)  
[Privacy Policy](#) | [Terms of Use](#) | [Contact Us](#) | [Help](#)

http://www.deltacomputersystems.com/cgi-lrm5/LRMCGI02?HTMCNTY=MS18&HTM... 3/23/2016

**Photograph Addendum**

|                  |              |        |         |       |    |                |
|------------------|--------------|--------|---------|-------|----|----------------|
| Borrower         | N/A          |        |         |       |    |                |
| Property Address | 318 Hardy St |        |         |       |    |                |
| City             | Hattiesburg  | County | Forrest | State | MS | Zip Code 39401 |
| Lender/Client    |              |        |         |       |    |                |



View of office building



View of dwelling on site



View of 2nd Avenue

### Photograph Addendum

|                  |              |        |         |       |    |                |
|------------------|--------------|--------|---------|-------|----|----------------|
| Borrower         | N/A          |        |         |       |    |                |
| Property Address | 318 Hardy St |        |         |       |    |                |
| City             | Hattiesburg  | County | Forrest | State | MS | Zip Code 39401 |
| Lender/Client    |              |        |         |       |    |                |



View of dwelling on site



View of alley



View of Hardy Street

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PREPARED BY:

Annie L. Amos  
Attorney-at-Law  
1331 N. Main Street  
Hattiesburg, MS 39401  
(601) 336-8833

RETURN TO:

City of Hattiesburg  
P O Box 1898  
200 Forrest Street  
Hattiesburg, MS 39403-1898  
(601) 545-4501

INDEXING INSTRUCTIONS: (See Exhibit "A")

COUNTY OF FORREST  
STATE OF MISSISSIPPI

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, I the undersigned Grantor,

Ricardo Mussiott  
P.O. Box 1045  
Hattiesburg, MS 39403-1045  
Phone: (601) 818-0032

does hereby sell, convey and warrant unto

City of Hattiesburg, Mississippi  
A Mississippi Municipality  
P O Box 1898  
200 Forrest Street  
Hattiesburg, MS 39401-1898  
Phone: (601) 545-4501

the following described real property, lying and being situated in Forrest County, Mississippi, more particularly described as follows, to-wit:

(See Exhibit "A" attached)

The above conveyance is subject to any and valid and existing mineral leases, exceptions, reservations, and conveyances and to any existing easements, grants, or rights-of-way for public roads, streets and alleys and for electric, telephone, gas, water, drainage, sewage, or similar utility purposes which affect or relate to the

property and which are on file in the Chancery Clerk's Office of Forrest County, Mississippi.

This Deed is executed subject to an Agreement between the Grantor and Grantee executed simultaneously herewith, and the provisions thereof are incorporated herein by reference.

WITNESS MY SIGNATURE on this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2015.

Grantor: Ricardo MussiETT

By: \_\_\_\_\_  
Ricardo MussiETT, owner

WITNESS MY SIGNATURE on this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2015.

Grantee: City of Hattiesburg, Mississippi

By: \_\_\_\_\_  
Johnny L. Dupree, Mayor

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

PERSONALLY CAME AND APPEARED BEFORE ME the undersigned authority in and for said County and State the within named, Ricardo MussiETT, owner, personally known to me or proven to me by sufficient identification, who acknowledged that after being duly authorized, he in his official capacity signed, executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned for the purpose therein stated.

SWORN TO AND SUBSCRIBED BEFORE ME on this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2016.

\_\_\_\_\_  
NOTARY PUBLIC

SEAL

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

PERSONALLY CAME AND APPEARED BEFORE ME the undersigned authority in and for said County and State the within named, Johnny L. Dupree, Mayor of the City of Hattiesburg, Mississippi, personally known to me or proven to me by sufficient identification, who acknowledged that after being duly authorized by the City Council, he in his official capacity signed, executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned for the purpose therein stated;

SWORN TO AND SUBSCRIBED BEFORE ME on this the \_\_\_\_\_ day, \_\_\_\_\_, A.D., 2016.

\_\_\_\_\_  
NOTARY PUBLIC

SEAL

## **EXHIBIT "A"**

All of Lot 7 and a part of Lot 8, Block 147 of the Kamper & Whinnery Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as commencing at the Eastern most corner of said Lot 8, and thence run West along the South ROW line of Hardy Street for 112.8 feet to and for the Point of Beginning, thence run Southwesterly and parallel with the Northwest line of an alley for 35.3 feet, thence run Southeasterly and parallel with Second Avenue for 82.83 feet to the Northwest line of the aforesaid alley, thence run Southwesterly along the Northwest line of said alley for 75 feet to the Northeast line of Second Avenue, thence run Northwesterly along the Northeast line of Second Avenue for 200.4 feet to the intersection with the South ROW line of Hardy Street, thence run East along the South ROW line of Hardy Street for 168.4 feet to the Point of Beginning.

## AGREEMENT

This Agreement hereinafter the "Agreement" is entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, for the transfer of certain real property is made and entered into between the City of Hattiesburg, Mississippi, acting by and through its Mayor and City Council, hereinafter "Purchaser" and Ricardo Mussiott, hereinafter "Seller", to evidence their agreement, understandings, and obligations as to the transfer of real property located at 318 Hardy Street, Hattiesburg, Mississippi, Forrest County Parcel No. 2-0290-10-043.00, as follows:

## RECITALS

This Agreement is made and entered into on the basis of the following facts and understandings of the parties hereto:

- A. That the herein is the fee simple owner of the proper to be transferred.
- B. That the Seller grants to Purchaser the Property on an "as is" "where is" and "with all faults" basis.
- C. That the Purchaser is given full and complete opportunity to conduct its own investigation as to any matter, fact or issue that might influence Purchaser's decision to accept the Property from Seller. Accordingly, Purchaser is willing to accept the Property from Seller without any representations or warranties regarding the Property and on an "as is" "where is" and "with all faults" basis other than a warranty as to ownership.

## AGREEMENT

### 1. PURCHASE

- 1.1 That the appraised value of the property to be sold is Fifty-four Thousand Dollars (\$54,000) per the appraisal of Stan Lightsey.
- 1.2 That the Seller has agreed to Sell the property to the Purchaser in consideration of the Purchaser's payment of the 2016 property taxes on said property in the amount to be determined by Forrest County and the appraisal value of \$54,000 to be paid within seven (7) days of signing of this agreement and after receipt of Seller's W-9 form.
- 1.3 That Purchaser will pay 2016 property taxes upon notification that said taxes are due and that if Seller receives any notification regarding 2016 taxes of said property, Seller will forward said notification to Purchaser at address in agreement.
- 1.4 Costs. Purchaser shall pay all costs associated with the transfer of the Property, including, but not limited to attorney's fees, agents fees and recording costs ("Costs).
- 1.5 Transfer. Seller agrees to sell the Property to Purchaser and Purchaser agrees to accept the Property from Seller on the terms and conditions set forth herein. In consideration of Seller's

transfer of the Property to Purchaser, Purchaser shall perform all of Purchaser's obligations hereunder including but not limited to the release set forth in Section 2.2 of this Agreement.

1.6 That the Seller has thirty (30) days from the date of the signing of this Agreement to remove all personal property and belonging the Seller may have in the buildings and on the property and to have any and all tenants and their personal property and belonging removed within thirty (30) days of the signing of this Agreement. That the Purchaser shall render reasonable assistance to the Seller as to the removal of Seller's personal property and belongings. That all tenants will be responsible for removing their personal property, belongings, vehicles, etc., from the property within thirty (30) days of the date of the signing of this Agreement. That any personal property, belongings, vehicles, etc., remaining on the property at the end of thirty (30) days shall become the property of the Purchaser and Purchaser may dispose of said property as Purchaser sees fit.

1.7 Title. Title shall be transferred on the Closing Date via a warranty deed.

1.8 Further Assurances. Purchaser and Seller agree to execute all instruments and documents and to take all actions reasonably necessary and appropriate to consummate the transfer and donation of the Property and shall use their best efforts to close in a timely manner.

## 2. ACKNOWLEDGEMENTS AND RELEASE

2.1 PURCHASER'S ACKNOWLEDGEMENTS: Purchaser acknowledges that Purchaser is accepting the Property solely in reliance on Purchaser's own investigation, and the property is in "as is" "where is" condition with all faults and defects, latent or otherwise. Purchaser expressly acknowledges that, in consideration of the agreement of Seller herein, and except as otherwise specified herein, Seller makes and has made no representations or warranties, express or implied, or arising by operation of law, including, but not limited to, any warranty as to condition, merchantability or fitness for a particular use or purpose, with respect to the property or any matter related thereto, or (without limitation) to any of the following matters:

a. Soils, Etc. Soils, seismic, hydrological, geological and topographical conditions and configurations.

b. Artifacts. Archaeological, prehistoric and historic artifacts, remains and relics.

c. Endangered Species. Endangered plant, animal and insect species.

d. Hazardous Materials. Hazardous materials and other environmental conditions, including without limitation, lead-based paint, asbestos and mold.

e. Physical Defects. Physical and mechanical defects in or on any Property, including without limitation, the plumbing, heating, air conditioning and electrical systems and the roof, floor, ceilings, walls and other internal structural components of any buildings or improvements.



- f. Land and Floor Area. The area of the land and the square footage contained in any buildings or improvements.
- g. Utilities, Schools, Etc. Availability of adequate utilities, water, schools, public access, and fire and police protection
- h. Assessment Districts. The status and nature of any assessment districts and the amount of any assessment liability.
- i. Planning and Zoning. Present, past or future conformity of any Property with planning, building, zoning, subdivision and development statutes, ordinances, regulations and permits, the general plan and the specific plan.
- j. Development Fees. The character and amount of any fee, charge or other consideration which must be paid by Purchaser to develop any Property.
- k. Title. The condition of title to any Property, including but not limited to the existence of any easement, license or encroachment whether or not a matter of public record, and whether or not visible upon inspection of such Property.
- l. Taxes. The status of any general or special real property taxes or assessments or personal property taxes or any other taxes and assessments applicable to the Property.
- m. Owner's Association. The financial condition of any owner's association, including, without limitation, the adequacy of any reserves held by any owner's association.
- n. Other Matters. Any other matter relating to any Property or to the development or operation of any Property, including, but not limited to, value, feasibility, cost, governmental permissions or entitlements, marketability and investment return.

## 2.2 RELEASE

- a. RELEASE. Purchaser fully releases and discharges Seller, Ricardo Mussienn, from and relinquishes all rights, claims and actions that Purchaser may have or acquire against Seller, Ricardo Mussienn, which arise out of or in any way connected with the condition or the property, including without limitation (a) any matter set forth in 2.1 above, (b) the presence of hazardous materials on, under or about any property, (including, but not limited to any undiscovered hazardous materials located beneath the surface of the property) and (c) violations of any hazardous materials laws pertaining to the property or the activities thereon. This applies to all described rights, claims and actions, whether known or unknown, for seen or unforeseen, present or future.
- b. MEANING. For purposes of this section 2.2, all references to "Seller" shall include (a) Seller's parent, subsidiary and affiliate corporations, (b) Seller's directors, officers, shareholders, employees and agents and (c) the heirs, successors, personal representatives and assigns of Seller's directors, officers, shareholders, employees and agents.

c. EFFECTIVENESS. The provisions of this section 2 shall be effective as of the date of signing of this document and shall survive the termination date of this Agreement.

3. CLOSING DATE. If the closing date does not timely occur due to the default of the Purchaser, (a) Purchaser shall have no further right to receive the Property and (b) Seller shall be free to dispose of the Property in any way it sees fit.

3.1 GENERAL PROVISIONS.

3.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

3.3 Entire Agreement. This Agreement contains the entire agreement between the parties concerning the sale of the Property, and supersedes all prior written or oral agreements between the parties to this Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both Seller and Purchaser.

3.4 Time of Essence. Seller and Purchaser hereby acknowledge and agree that time is strictly of the essence with respect to each term and condition of this Agreement and shall the failure to timely perform any of the terms and condition by either party shall constitute a breach and default under this Agreement by the party failing to so perform.

3.5 Partial Invalidity. If any portion of the Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Agreement.

3.6 Governing Law. The parties intend and agree that this Sell shall be governed by and construed in accordance with the laws of the state in which the Property is located.

3.7 No Third Parties Benefits. No person other than Seller and Purchaser, shall have any rights of action under the Agreement.

3.8 Waivers. No waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either party of the same or any other provision.

3.9 Captions. The captions and Section numbers of this Agreement are for convenience and in no way define or limit the scope or intent of the Sections of this Agreement.

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detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

3.11 **No Presumption.** All the parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement and all documents attached as exhibits. Accordingly, such documents shall be construed without regard to any presumption or other rule of construction whereby any ambiguities within this Agreement would be construed or interpreted against the party causing the document to be drafted.

3.12 **Notices.** Any notices or other communication required or permitted under this Agreement shall be in writing, and shall be (a) personally delivered, or (b) sent by certified or registered United States mail, postage prepaid, return receipt requested, or (c) by overnight delivery by a reputable courier to the address of the party set forth in this Section or (d) telecopied to the Fax number of the party set forth in this Section. Such notice or communication shall be deemed given (i) if sent by personal deliver or by overnight courier, when delivered in person, (ii) if sent by Telecopier, when evidence of successful transmission by Telecopier has been received by sender, or, (iii) in the case of mailed notice, forty-eight (48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

|                      |                                                                                                         |
|----------------------|---------------------------------------------------------------------------------------------------------|
| If to the Seller:    | Ricardo Mussiett<br>P.O. Box 1045<br>Hattiesburg, MS 39403-1045                                         |
| If to the Purchaser: | City of Hattiesburg<br>Attention: Johnny L. Dupree, Mayor<br>P O Box 1898<br>Hattiesburg, MS 39403-1898 |
| With a Copy to:      | City of Hattiesburg<br>Attention: City Attorney<br>P O Box 1898<br>Hattiesburg, MS 39403-1898           |

4.12 **Joint and Several.** If more than one person or entity has executed this Agreement as Purchaser, the obligations of all such persons or entities hereunder shall be joint and several

Seller: Ricardo Mussiett

By: \_\_\_\_\_  
Ricardo Mussiett, Owner

Purchaser: City of Hattiesburg, Mississippi

By: \_\_\_\_\_  
Johnny L. Dupree, Mayor

### Exhibit "A"

All of Lot 7 and a part of Lot 8, Block 147 of the Kamper & Whinnery Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as commencing at the Eastern most corner of said Lot 8, and thence run West along the South ROW line of Hardy Street for 112.8 feet to and for the Point of Beginning, thence run Southwesterly and parallel with the Northwest line of an alley for 35.3 feet, thence run Southeasterly and parallel with Second Avenue for 82.83 feet to the Northwest line of the aforesaid alley, thence run Southwesterly along the Northwest line of said alley for 75 feet to the Northeast line of Second Avenue, thence run Northwesterly along the Northeast line of Second Avenue for 200.4 feet to the intersection with the South ROW line of Hardy Street, thence run East along the South ROW line of Hardy Street for 168.4 feet to the Point of Beginning.

# RICHARD & THOMAS

## *Attorneys at Law*

Stephen K. Thomas

132 Westover Drive  
Hattiesburg, MS 39402  
(601)602-2457 phone  
(601)602-2458 fax

Ray J. Richard, of counsel

March 31, 2016

City of Hattiesburg  
Attn: Lamar Rutland, P.E.  
Hattiesburg, MS 39401

Re: Ricardo Mussieth; 318 Hardy Street, Hattiesburg, MS 39402

All of Lot 7 and a part of Lot 8, Block 147 of the Kamper & Whinnery Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as commencing at the Eastern most corner of said Lot 8, and thence run West along the South right of way line of Hardy Street for 112.8 feet to and for the Point of Beginning; thence run Southwesterly and parallel with the Northwest line of an alley for 35.3 feet; thence run Southeasterly and parallel with Second Avenue for 82.83 feet to the Northwest line of the aforesaid alley; thence run Southwesterly along the Northwest line of said alley for 75 feet to the Northeast line of Second Avenue; thence run Northwesterly along the Northeast line of Second Avenue for 200.4 feet to the intersection with the South right of way line of Hardy Street; thence run East along the South right of way line of Hardy Street for 168.4 feet to the Point of Beginning.

LESS AND EXCEPT: That part of Lot 8 of Block 147 of and according to the Extension of the John Kamper & Whinnery Surveys, as per the map or plat thereof on file and of record in the office of the Chancery Clerk of the Chancery of Forrest County, Mississippi, in Plat Book 2 at Page 35; and being more particularly described as follows: Commence at the intersection of Hardy Street with the Northwesterly boundary of an alley running in a Southwesterly direction along the Southeasterly boundary line of said Lot 8, being the Northeasterly corner of Lot 8 of said Block and Subdivision, and run thence Southwesterly along the Southeasterly boundary line of Lot 8 for a distance of 122.2 feet; thence at right angles to the last named course; run Northwesterly for a distance of 82.83 feet to an iron pin; thence at right angles to the last named course; run Northeasterly and parallel with said alley for a distance of 5.10 feet to and for the Point of Beginning; thence continue Northeasterly on the same course for a distance of 30.2 feet to an iron pin; thence run West and along the Southern boundary of Hardy Street for a distance of 38 feet; thence run Southeasterly for a distance of 29 feet, more or less, back to the Point of Beginning, said property being triangular in shape and containing approximately 560 square feet.

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Pursuant to your request, I have examined the land records on file in the office of the Chancery Clerk of Forrest County, Mississippi, relating to the above described real property for a period back of thirty-one years prior to this date, and find sufficient evidence that the above described property was conveyed by Warranty Deed to **Ricardo Mussieth**, dated February 1, 1981, and recorded in Land Deed Book 492 at Page 205, in the office of the Chancery Clerk of Forrest County, Mississippi. Based upon my examination

for the aforesaid period and with the presumption that prior conveyances in chain of title are legal and valid, it is my opinion that the said **Ricardo Mussi** owns a fee simple, merchantable title to above described real property subject to the following liens, encumbrances and reservations;

### RESERVATIONS

1. This opinion does not cover the oil, gas or other minerals lying on or under said property and no opinion is given thereon.
2. As no current survey is present, I do not certify as to the actual occupancy, nor to matters which should be revealed by an accurate survey of subject lands, nor do I certify rights of parties in possession, deficiency in the quantity of lands, boundary line disputes, roadways, unrecorded servitudes or easements, any matters not of proper record which would be disclosed by a true and accurate survey and inspection of the property, and easements or other uses of subject lands not so visible from the surface.
3. Title is subject to any liability or loss due to environmental contamination by past uses of the property as a toxic hazardous waste site, or due to violation of any environmental protection law of any governmental body.
4. Title is subject to instruments of record being properly filed and indexed in the office of the Chancery Clerk where the property is located.
5. This is not a guarantee of title and is not an insurance policy on said property, and this opinion is for the use and benefit of only the party or parties to whom it is addressed and may not be availed of or relied upon by any other person(s) or entity.

### ENCUMBRANCES

None of Record

### TAXES

Taxes assessed by Forrest County, Mississippi for 2016 are not due and owing but would constitute a lien against said property if not paid by January 31, 2017.

2015 Forrest County ad valorem taxes for Parcel No. 2-0290-10-043.00, PPIN 19364, are paid in the amount of \$1,655.57.

### JUDGMENTS

This opinion reflects only those judgments recorded on the Judgment Rolls in the office of the Circuit Clerk of Forrest County, Mississippi. As of this date, no such judgments appear.

This Opinion is certified through this, the 31th day of March, A.D., 2016, at 8:00 a.m.

**RICHARD & THOMAS, PLLC**

By: \_\_\_\_\_

Stephen K. Thomas

---

PREPARED BY:

Annie L. Amos  
Attorney-at-Law  
1331 N. Main Street  
Hattiesburg, MS 39401  
(601) 336-8833

RETURN TO:

City of Hattiesburg  
P O Box 1898  
200 Forrest Street  
Hattiesburg, MS 39403-1898  
(601) 545-4501

INDEXING INSTRUCTIONS: (See Exhibit "A")

COUNTY OF FORREST  
STATE OF MISSISSIPPI

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, I the undersigned Grantor,

Ricardo Mussiott  
P.O. Box 1045  
Hattiesburg, MS 39403-1045  
Phone: (601) 818-0032

does hereby sell, convey and warrant unto

City of Hattiesburg, Mississippi  
A Mississippi Municipality  
P O Box 1898  
200 Forrest Street  
Hattiesburg, MS 39401-1898  
Phone: (601) 545-4501

the following described real property, lying and being situated in Forrest County, Mississippi, more particularly described as follows, to-wit:

(See Exhibit "A" attached)

The above conveyance is subject to any and valid and existing mineral leases, exceptions, reservations, and conveyances and to any existing easements, grants, or rights-of-way for public roads, streets and alleys and for electric, telephone, gas, water, drainage, sewage, or similar utility purposes which affect or relate to the

property and which are on file in the Chancery Clerk's Office of Forrest County, Mississippi.

This Deed is executed subject to an Agreement between the Grantor and Grantee executed simultaneously herewith, and the provisions thereof are incorporated herein by reference.

WITNESS MY SIGNATURE on this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2015.

Grantor: Ricardo MussiETT

By: \_\_\_\_\_  
Ricardo MussiETT, owner

WITNESS MY SIGNATURE on this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2015.

Grantee: City of Hattiesburg, Mississippi

By: \_\_\_\_\_  
Johnny L. Dupree, Mayor

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

PERSONALLY CAME AND APPEARED BEFORE ME the undersigned authority in and for said County and State the within named, Ricardo MussiETT, owner, personally known to me or proven to me by sufficient identification, who acknowledged that after being duly authorized, he in his official capacity signed, executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned for the purpose therein stated.

SWORN TO AND SUBSCRIBED BEFORE ME on this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2016.

\_\_\_\_\_  
NOTARY PUBLIC

SEAL

STATE OF MISSISSIPPI  
COUNTY OF Jones

PERSONALLY CAME AND APPEARED BEFORE ME the undersigned authority in and for said County and State the within named, Johnny L. Dupree, Mayor of the City of Hattiesburg, Mississippi, personally known to me or proven to me by sufficient identification, who acknowledged that after being duly authorized by the City Council, he in his official capacity signed, executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned for the purpose therein stated;

SWORN TO AND SUBSCRIBED BEFORE ME on this the 6th day, May, A.D., 2016.



Hazel B. Young  
NOTARY PUBLIC

SEAL



## **EXHIBIT "A"**

All of Lot 7 and a part of Lot 8, Block 147 of the Kamper & Whinnery Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as commencing at the Eastern most corner of said Lot 8, and thence run West along the South ROW line of Hardy Street for 112.8 feet to and for the Point of Beginning, thence run Southwesterly and parallel with the Northwest line of an alley for 35.3 feet, thence run Southeasterly and parallel with Second Avenue for 82.83 feet to the Northwest line of the aforesaid alley, thence run Southwesterly along the Northwest line of said alley for 75 feet to the Northeast line of Second Avenue, thence run Northwesterly along the Northeast line of Second Avenue for 200.4 feet to the intersection with the South ROW line of Hardy Street, thence run East along the South ROW line of Hardy Street for 168.4 feet to the Point of Beginning.

## AGREEMENT

This Agreement hereinafter the "Agreement" is entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, for the transfer of certain real property is made and entered into between the City of Hattiesburg, Mississippi, acting by and through its Mayor and City Council, hereinafter "Purchaser" and Ricardo Mussiott, hereinafter "Seller", to evidence their agreement, understandings, and obligations as to the transfer of real property located at 318 Hardy Street, Hattiesburg, Mississippi, Forrest County Parcel No. 2-0290-10-043.00, as follows:

## RECITALS

This Agreement is made and entered into on the basis of the following facts and understandings of the parties hereto:

- A. That the herein is the fee simple owner of the proper to be transferred.
- B. That the Seller grants to Purchaser the Property on an "as is" "where is" and "with all faults" basis.
- C. That the Purchaser is given full and complete opportunity to conduct its own investigation as to any matter, fact or issue that might influence Purchaser's decision to accept the Property from Seller. Accordingly, Purchaser is willing to accept the Property from Seller without any representations or warranties regarding the Property and on an "as is" "where is" and "with all faults" basis other than a warranty as to ownership.

## AGREEMENT

### 1. PURCHASE

- 1.1 That the appraised value of the property to be sold is Fifty-four Thousand Dollars (\$54,000) per the appraisal of Stan Lightsey.
- 1.2 That the Seller has agreed to Sell the property to the Purchaser in consideration of the Purchaser's payment of the 2016 property taxes on said property in the amount to be determined by Forrest County and the appraisal value of \$54,000 to be paid within seven (7) days of signing of this agreement and after receipt of Seller's W-9 form.
- 1.3 That Purchaser will pay 2016 property taxes upon notification that said taxes are due and that if Seller receives any notification regarding 2016 taxes of said property, Seller will forward said notification to Purchaser at address in agreement.
- 1.4 Costs. Purchaser shall pay all costs associated with the transfer of the Property, including, but not limited to attorney's fees, agents fees and recording costs ("Costs).
- 1.5 Transfer. Seller agrees to sell the Property to Purchaser and Purchaser agrees to accept the Property from Seller on the terms and conditions set forth herein. In consideration of Seller's

transfer of the Property to Purchaser, Purchaser shall perform all of Purchaser's obligations hereunder including but not limited to the release set forth in Section 2.2 of this Agreement.

1.6 That the Seller has thirty (30) days from the date of the signing of this Agreement to remove all personal property and belonging the Seller may have in the buildings and on the property and to have any and all tenants and their personal property and belonging removed within thirty (30) days of the signing of this Agreement. That the Purchaser shall render reasonable assistance to the Seller as to the removal of Seller's personal property and belongings. That all tenants will be responsible for removing their personal property, belongings, vehicles, etc., from the property within thirty (30) days of the date of the signing of this Agreement. That any personal property, belongings, vehicles, etc., remaining on the property at the end of thirty (30) days shall become the property of the Purchaser and Purchaser may dispose of said property as Purchaser sees fit.

1.7 Title. Title shall be transferred on the Closing Date via a warranty deed.

1.8 Further Assurances. Purchaser and Seller agree to execute all instruments and documents and to take all actions reasonably necessary and appropriate to consummate the transfer and donation of the Property and shall use their best efforts to close in a timely manner.

## 2. ACKNOWLEDGEMENTS AND RELEASE

2.1 PURCHASER'S ACKNOWLEDGEMENTS: Purchaser acknowledges that Purchaser is accepting the Property solely in reliance on Purchaser's own investigation, and the property is in "as is" "where is" condition with all faults and defects, latent or otherwise. Purchaser expressly acknowledges that, in consideration of the agreement of Seller herein, and except as otherwise specified herein, Seller makes and has made no representations or warranties, express or implied, or arising by operation of law, including, but not limited to, any warranty as to condition, merchantability or fitness for a particular use or purpose, with respect to the property or any matter related thereto, or (without limitation) to any of the following matters:

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## 2.2 RELEASE

- a. RELEASE. Purchaser fully releases and discharges Seller, Ricardo Mussiett, from and relinquishes all rights, claims and actions that Purchaser may have or acquire against Seller, Ricardo Mussiett, which arise out of or in any way connected with the condition or the property, including without limitation (a) any matter set forth in 2.1 above, (b) the presence of hazardous materials on, under or about any property, (including, but not limited to any undiscovered hazardous materials located beneath the surface of the property) and (c) violations of any hazardous materials laws pertaining to the property or the activities thereon. This applies to all described rights, claims and actions, whether known or unknown, for seen or unforeseen, present or future.
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c. EFFECTIVENESS. The provisions of this section 2 shall be effective as of the date of signing of this document and shall survive the termination date of this Agreement.

3. CLOSING DATE. If the closing date does not timely occur due to the default of the Purchaser, (a) Purchaser shall have no further right to receive the Property and (b) Seller shall be free to dispose of the Property in any way it sees fit.

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If to the Seller:                      Ricardo Mussiett  
P.O. Box 1045  
Hattiesburg, MS 39403-1045

If to the Purchaser:                City of Hattiesburg  
Attention: Johnny L. Dupree, Mayor  
P O Box 1898  
Hattiesburg, MS 39403-1898

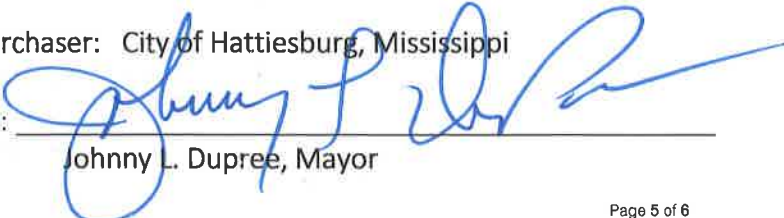
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Seller: Ricardo Mussiett

By: \_\_\_\_\_  
Ricardo Mussiett, Owner

Purchaser: City of Hattiesburg, Mississippi

By:  \_\_\_\_\_  
Johnny L. Dupree, Mayor

## Exhibit "A"

All of Lot 7 and a part of Lot 8, Block 147 of the Kamper & Whinnery Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as commencing at the Eastern most corner of said Lot 8, and thence run West along the South ROW line of Hardy Street for 112.8 feet to and for the Point of Beginning, thence run Southwesterly and parallel with the Northwest line of an alley for 35.3 feet, thence run Southeasterly and parallel with Second Avenue for 82.83 feet to the Northwest line of the aforesaid alley, thence run Southwesterly along the Northwest line of said alley for 75 feet to the Northeast line of Second Avenue, thence run Northwesterly along the Northeast line of Second Avenue for 200.4 feet to the intersection with the South ROW line of Hardy Street, thence run East along the South ROW line of Hardy Street for 168.4 feet to the Point of Beginning.

---

PREPARED BY:

Annie L. Amos  
Attorney-at-Law  
1331 N. Main Street  
Hattiesburg, MS 39401  
(601) 336-8833

RETURN TO:

City of Hattiesburg  
P O Box 1898  
200 Forrest Street  
Hattiesburg, MS 39403-1898  
(601) 545-4501

INDEXING INSTRUCTIONS: (See Exhibit "A")

COUNTY OF FORREST  
STATE OF MISSISSIPPI

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, I the undersigned Grantor,

Ricardo Mussiott  
P.O. Box 1045  
Hattiesburg, MS 39403-1045  
Phone: (601) 818-0032

does hereby sell, convey and warrant unto

City of Hattiesburg, Mississippi  
A Mississippi Municipality  
P O Box 1898  
200 Forrest Street  
Hattiesburg, MS 39401-1898  
Phone: (601) 545-4501

the following described real property, lying and being situated in Forrest County, Mississippi, more particularly described as follows, to-wit:

(See Exhibit "A" attached)

The above conveyance is subject to any and valid and existing mineral leases, exceptions, reservations, and conveyances and to any existing easements, grants, or rights-of-way for public roads, streets and alleys and for electric, telephone, gas, water, drainage, sewage, or similar utility purposes which affect or relate to the



property and which are on file in the Chancery Clerk's Office of Forrest County, Mississippi.

This Deed is executed subject to an Agreement between the Grantor and Grantee executed simultaneously herewith, and the provisions thereof are incorporated herein by reference.

WITNESS MY SIGNATURE on this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2015.

Grantor: Ricardo Mussiott

By: \_\_\_\_\_  
Ricardo Mussiott, owner

WITNESS MY SIGNATURE on this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2015.

Grantee: City of Hattiesburg, Mississippi

By: \_\_\_\_\_  
Johnny L. Dupree, Mayor

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

PERSONALLY CAME AND APPEARED BEFORE ME the undersigned authority in and for said County and State the within named, Ricardo Mussiott, owner, personally known to me or proven to me by sufficient identification, who acknowledged that after being duly authorized, he in his official capacity signed, executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned for the purpose therein stated.

SWORN TO AND SUBSCRIBED BEFORE ME on this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2016.

\_\_\_\_\_  
NOTARY PUBLIC

SEAL

STATE OF MISSISSIPPI  
COUNTY OF Jones

PERSONALLY CAME AND APPEARED BEFORE ME the undersigned authority in and for said County and State the within named, Johnny L. Dupree, Mayor of the City of Hattiesburg, Mississippi, personally known to me or proven to me by sufficient identification, who acknowledged that after being duly authorized by the City Council, he in his official capacity signed, executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned for the purpose therein stated;

SWORN TO AND SUBSCRIBED BEFORE ME on this the 6th day, may, A.D., 2016.



\_\_\_\_\_  
NOTARY PUBLIC

SEAL

**EXHIBIT "A"**

All of Lot 7 and a part of Lot 8, Block 147 of the Kamper & Whinnery Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as commencing at the Eastern most corner of said Lot 8, and thence run West along the South ROW line of Hardy Street for 112.8 feet to and for the Point of Beginning, thence run Southwesterly and parallel with the Northwest line of an alley for 35.3 feet, thence run Southeasterly and parallel with Second Avenue for 82.83 feet to the Northwest line of the aforesaid alley, thence run Southwesterly along the Northwest line of said alley for 75 feet to the Northeast line of Second Avenue, thence run Northwesterly along the Northeast line of Second Avenue for 200.4 feet to the intersection with the South ROW line of Hardy Street, thence run East along the South ROW line of Hardy Street for 168.4 feet to the Point of Beginning.

## LAND APPRAISAL REPORT

File No.: 318 Hardy Street

| Property Address: <b>318 Hardy St</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | City: <b>Hattiesburg</b>                           |                                      | State: <b>MS</b>                                  |                                                                                       | Zip Code: <b>39401</b>              |                                      |                                                                         |                                 |                      |                                   |                       |                                                    |         |                                                                                                                                                                                |                    |                    |                                     |                                                                                                                      |                      |                          |                                     |                                                                   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| County: <b>Forrest</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Legal Description: <b>See attached tax data</b>    |                                      |                                                   |                                                                                       |                                     |                                      |                                                                         |                                 |                      |                                   |                       |                                                    |         |                                                                                                                                                                                |                    |                    |                                     |                                                                                                                      |                      |                          |                                     |                                                                       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| SUBJECT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Assessor's Parcel #: <b>2-0290-10-043.00</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                    | Tax Year: <b>2015</b>                |                                                   | R.E. Taxes: \$ <b>1,655.57</b>                                                        |                                     | Special Assessments: \$ <b>0</b>     |                                                                         |                                 |                      |                                   |                       |                                                    |         |                                                                                                                                                                                |                    |                    |                                     |                                                                                                                      |                      |                          |                                     |                                                                                                                                                                                                                                                                         |                          |                          |                           |                                                |                                     |                          |                                                                                                                           |                                                                                                                                                                                     |                         |                          |                                     |                                                                                                             |                          |                          |                                                                         |                                                                                                                                                                                                                                                                                                              |                                     |                                                                                                                      |                          |                          |                                   |                                                   |                                     |                          |                                     |                          |                         |                          |                                                                                                                                    |                                     |                          |                          |                                       |             |                                     |                          |             |          |                 |                                                                                                                                      |                          |             |                |           |                                     |                          |                       |               |                 |                                     |                                                                                                                                         |  |  |            |                                     |                          |                       |       |                |                                     |                          |  |  |                                                                                                                                                                                                                                      |  |  |  |  |  |  |  |  |  |                                                                                                                                                                                         |  |  |  |  |  |  |  |  |  |                                                                                                                                                                               |  |  |  |  |  |  |  |  |  |
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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                    | Map Reference: <b>25620</b>          |                                                   | Census Tract: <b>0107.00</b>                                                          |                                     |                                      |                                                                         |                                 |                      |                                   |                       |                                                    |         |                                                                                                                                                                                |                    |                    |                                     |                                                                                                                      |                      |                          |                                     |                                                                       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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                    | Borrower (if applicable): <b>N/A</b> |                                                   | HOA: \$ <b>0</b> <input type="checkbox"/> per year <input type="checkbox"/> per month |                                     |                                      |                                                                         |                                 |                      |                                   |                       |                                                    |         |                                                                                                                                                                                |                    |                    |                                     |                                                                                                                      |                      |                          |                                     |                                                                       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PUD <input type="checkbox"/> De Minimis PUD <input type="checkbox"/> Other (describe)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    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<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If Yes, indicate current occupancy: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant <input checked="" type="checkbox"/> Not habitable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      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| ASSIGNMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | If Yes, give a brief description: <b>Old store building and two frame dwellings. All in poor condition and not habitable. One dwelling has been red tagged by the City of Hattiesburg for demolition. Buildings appear to be contributing no value to the property and are given no value in this appraisal report.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        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of: <input checked="" type="checkbox"/> Market Value (as defined), or <input type="checkbox"/> other type of value (describe)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | This report reflects the following value (if not Current, see comments): <input checked="" type="checkbox"/> Current (the Inspection Date is the Effective Date) <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              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type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Leased Fee <input type="checkbox"/> Other (describe)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            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| MARKET AREA DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                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Hattiesburg/Engineering Dept.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        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Box 1898, Hattiesburg, MS 39401</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      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Box 15489, Hattiesburg, MS 39404</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     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15 %</td> <td colspan="3"></td> </tr> <tr> <td>Demand/supply: <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply</td> <td colspan="3"></td> <td colspan="7"></td> </tr> <tr> <td>Marketing time: <input type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 3-6 Mos. <input type="checkbox"/> Over 6 Mos.</td> <td colspan="3"></td> <td colspan="7"></td> </tr> </table> |                                                    |                                      |                                                   |                                                                                       |                                     |                                      | Characteristics                                                         |                                 |                      |                                   | Predominant Occupancy | One-Unit Housing                                   |         | Present Land Use                                                                                                                                                               |                    | Change in Land Use |                                     | Location: <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural |                      |                          |                                     | <input checked="" type="checkbox"/> Owner                                                                                                                                                                                                                               | PRICE \$(000)            | AGE (yrs)                | One-Unit 75 %             | <input checked="" type="checkbox"/> Not Likely |                                     |                          | Built up: <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25% |                                                                                                                                                                                     |                         |                          | <input type="checkbox"/> Tenant     | 40                                                                                                          | Low 50                   | 2-4 Unit 5 %             | <input type="checkbox"/> Likely * <input type="checkbox"/> In Process * |                                                                                                                                                                                                                                                                                                              |                                     | Growth rate: <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow |                          |                          |                                   | <input checked="" type="checkbox"/> Vacant (0-5%) | 450                                 | High 120                 | Multi-Unit 5 %                      | * To: _____              |                         |                          | Property values: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining |                                     |                          |                          | <input type="checkbox"/> Vacant (>5%) | 200         | Pred 90                             | Comm? 15 %               |             |          |                 | Demand/supply: <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply |                          |             |                |           |                                     |                          |                       |               |                 |                                     | Marketing time: <input type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 3-6 Mos. <input type="checkbox"/> Over 6 Mos. |  |  |            |                                     |                          |                       |       |                |                                     |                          |  |  |                                                                                                                                                                                                                                      |  |  |  |  |  |  |  |  |  |                                                                                                                                                                                         |  |  |  |  |  |  |  |  |  |                                                                                                                                                                               |  |  |  |  |  |  |  |  |  |
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| Location: <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   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<input checked="" type="checkbox"/> Owner         | PRICE \$(000)                                                                         | AGE (yrs)                           | One-Unit 75 %                        | <input checked="" type="checkbox"/> Not Likely                          |                                 |                      |                                   |                       |                                                    |         |                                                                                                                                                                                |                    |                    |                                     |                                                                                                                      |                      |                          |                                     |                                                                   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<input type="checkbox"/> Tenant                   | 40                                                                                    | Low 50                              | 2-4 Unit 5 %                         | <input type="checkbox"/> Likely * <input type="checkbox"/> In Process * |                                 |                      |                                   |                       |                                                    |         |                                                                                                                                                                                |                    |                    |                                     |                                                                                                                      |                      |                          |                                     |                                                                   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| Growth rate: <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   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| Property values: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     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| Convenience to Schools                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 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| Adequacy of Public Transportation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      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| Recreational Facilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                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| Market Area Comments: <b>The subject is located on the northerly edge of what is commonly known as The Oaks District, just south of the Central Business District of Hattiesburg. The area contains older homes, many of which have been refurbished. The area along Hardy Street, where the subject is located, has long time commercial properties as well as several properties that have been converted to business and professional use in recent years. Most properties in the area appear to be receiving normal maintenance.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               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| <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2">Dimensions: <b>See attached plat</b></td> <td colspan="2">Site Area: <b>13,500 Sq.Ft.</b></td> </tr> <tr> <td colspan="2">Zoning Classification: <b>B-2</b></td> <td colspan="2">Description: <b>Neighborhood Business District</b></td> </tr> <tr> <td colspan="4">Do present improvements comply with existing zoning requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No Improvements</td> </tr> <tr> <td colspan="4">Uses allowed under current zoning: <b>Variety of commercial and residential uses</b></td> </tr> <tr> <td colspan="4">Are CC&amp;Rs applicable? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown Have the documents been reviewed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Ground Rent (if applicable) \$ _____ /</td> </tr> <tr> <td colspan="4">Comments: <b>Zoning 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| <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>Utilities</th> <th>Public</th> <th>Other</th> <th>Provider/Description</th> <th>Off-site Improvements</th> <th>Type</th> <th>Public</th> <th>Private</th> <th>Frontage</th> <th>See comments below</th> </tr> <tr> <td>Electricity</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><b>MS Power</b></td> <td>Street</td> <td><b>City</b></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><b>Topography</b></td> <td><b>Gently sloping</b></td> </tr> <tr> <td>Gas</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><b>Willmut</b></td> <td>Width</td> <td><b>50 feet</b></td> <td></td> <td></td> <td><b>Size</b></td> <td><b>Average for area</b></td> </tr> <tr> <td>Water</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><b>City</b></td> <td>Surface</td> <td><b>Asphalt</b></td> <td></td> <td></td> <td><b>Shape</b></td> <td><b>Irregular</b></td> </tr> <tr> <td>Sanitary Sewer</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><b>City</b></td> <td>Curb/Gutter</td> <td><b>Concrete</b></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><b>Drainage</b></td> <td><b>Appears adequate</b></td> </tr> <tr> <td>Storm Sewer</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><b>City</b></td> <td>Sidewalk</td> <td><b>Concrete</b></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><b>View</b></td> <td><b>Average</b></td> </tr> <tr> <td>Telephone</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><b>Area providers</b></td> <td>Street Lights</td> <td><b>Electric</b></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td></td> <td></td> </tr> <tr> <td>Multimedia</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><b>Area providers</b></td> <td>Alley</td> <td><b>Asphalt</b></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td></td> <td></td> </tr> <tr> <td colspan="10">Other site elements: <input type="checkbox"/> Inside Lot <input checked="" type="checkbox"/> Corner Lot <input type="checkbox"/> Cul de Sac <input type="checkbox"/> Underground Utilities <input type="checkbox"/> Other (describe)</td> </tr> <tr> <td colspan="10">FEMA Spec'l Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No FEMA Flood Zone: <b>X</b> FEMA Map # <b>28035C0108D</b> FEMA Map Date <b>3/2/2010</b></td> </tr> <tr> <td colspan="10">Site Comments: <b>No adverse site factors noted. Site has 96 feet of frontage along Hardy Street, 202.5 feet of frontage on 2nd Avenue, and 50 feet of frontage on alley.</b></td> </tr> </table> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       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                                          | <b>MS Power</b>      | Street                   | <b>City</b>                         | <input checked="" type="checkbox"/>                                                                                                                                                                                                                                     | <input type="checkbox"/> | <b>Topography</b>        | <b>Gently sloping</b>     | Gas                                            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <b>Willmut</b>                                                                                                            | Width                                                                                                                                                                               | <b>50 feet</b>          |                          |                                     | <b>Size</b>                                                                                                 | <b>Average for area</b>  | Water                    | <input checked="" type="checkbox"/>                                     | <input type="checkbox"/>                                                                                                                                                                                                                                                                                     | <b>City</b>                         | Surface                                                                                                              | <b>Asphalt</b>           |                          |                                   | <b>Shape</b>                                      | <b>Irregular</b>                    | Sanitary Sewer           | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <b>City</b>             | Curb/Gutter              | <b>Concrete</b>                                                                                                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <b>Drainage</b>          | <b>Appears adequate</b>               | Storm Sewer | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <b>City</b> | Sidewalk | <b>Concrete</b> | <input checked="" type="checkbox"/>                                                                                                  | <input type="checkbox"/> | <b>View</b> | <b>Average</b> | Telephone | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <b>Area providers</b> | Street Lights | <b>Electric</b> | <input checked="" type="checkbox"/> | <input type="checkbox"/>                                                                                                                |  |  | Multimedia | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <b>Area providers</b> | Alley | <b>Asphalt</b> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |  |  | Other site elements: <input type="checkbox"/> Inside Lot <input checked="" type="checkbox"/> Corner Lot <input type="checkbox"/> Cul de Sac <input type="checkbox"/> Underground Utilities <input type="checkbox"/> Other (describe) |  |  |  |  |  |  |  |  |  | FEMA Spec'l Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No FEMA Flood Zone: <b>X</b> FEMA Map # <b>28035C0108D</b> FEMA Map Date <b>3/2/2010</b> |  |  |  |  |  |  |  |  |  | Site Comments: <b>No adverse site factors noted. 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| Utilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              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Off-site Improvements                             | Type                                                                                  | Public                              | Private                              | Frontage                                                                | See comments below              |                      |                                   |                       |                                                    |         |                                                                                                                                                                                |                    |                    |                                     |                                                                                                                      |                      |                          |                                     |                                                                   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Street                                            | <b>City</b>                                                                           | <input checked="" type="checkbox"/> | <input type="checkbox"/>             | <b>Topography</b>                                                       | <b>Gently sloping</b>           |                      |                                   |                       |                                                    |         |                                                                                                                                                                                |                    |                    |                                     |                                                                                                                      |                      |                          |                                     |                                                                   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Width                                             | <b>50 feet</b>                                                                        |                                     |                                      | <b>Size</b>                                                             | <b>Average for area</b>         |                      |                                   |                       |                                                    |         |                                                                                                                                                                                |                    |                    |                                     |                                                                                                                      |                      |                          |                                     |                                                                   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Surface                                           | <b>Asphalt</b>                                                                        |                                     |                                      | <b>Shape</b>                                                            | <b>Irregular</b>                |                      |                                   |                       |                                                    |         |                                                                                                                                                                                |                    |                    |                                     |                                                                                                                      |                      |                          |                                     |                                                                   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| Sanitary Sewer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         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Curb/Gutter                                       | <b>Concrete</b>                                                                       | <input checked="" type="checkbox"/> | <input type="checkbox"/>             | <b>Drainage</b>                                                         | <b>Appears adequate</b>         |                      |                                   |                       |                                                    |         |                                                                                                                                                                                |                    |                    |                                     |                                                                                                                      |                      |                          |                                     |                                                                   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| Storm Sewer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            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Sidewalk                                          | <b>Concrete</b>                                                                       | <input checked="" type="checkbox"/> | <input type="checkbox"/>             | <b>View</b>                                                             | <b>Average</b>                  |                      |                                   |                       |                                                    |         |                                                                                                                                                                                |                    |                    |                                     |                                                                                                                      |                      |                          |                                     |                                                                   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| Multimedia                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             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Alley                                             | <b>Asphalt</b>                                                                        | <input checked="" type="checkbox"/> | <input type="checkbox"/>             |                                                                         |                                 |                      |                                   |                       |                                                    |         |                                                                                                                                                                                |                    |                    |                                     |                                                                                                                      |                      |                          |                                     |                                                                   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| FEMA Spec'l Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No FEMA Flood Zone: <b>X</b> FEMA Map # <b>28035C0108D</b> FEMA Map Date <b>3/2/2010</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                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                                                                                                                                                                                                  |                          |                          |                           |                                                |                                     |                          |                                                                                                                           |                                                                                                                                                                                     |                         |                          |                                     |                                                                                                             |                          |                          |                                                                         |                                                                                                                                                                                                                                                                                                              |                                     |                                                                                                                      |                          |                          |                                   |                                                   |                                     |                          |                                     |                          |                         |                          |                                                                                                                                    |                                     |                          |                          |                                       |             |                                     |                          |             |          |                 |                                                                                                                                      |                          |             |                |           |                                     |                          |                       |               |                 |                                     |                                                                                                                                         |  |  |            |                                     |                          |                       |       |                |                                     |                          |  |  |                                                                                                                                                                                                                                      |  |  |  |  |  |  |  |  |  |                                                                                                                                                                                         |  |  |  |  |  |  |  |  |  |                                                                                                                                                                               |  |  |  |  |  |  |  |  |  |
| Site Comments: <b>No adverse site factors noted. Site has 96 feet of frontage along Hardy Street, 202.5 feet of frontage on 2nd Avenue, and 50 feet of frontage on alley.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      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                      |             |                                     |                          |             |          |                 |                                                                                                                                      |                          |             |                |           |                                     |                          |                       |               |                 |                                     |                                                                                                                                         |  |  |            |                                     |                          |                       |       |                |                                     |                          |  |  |                                                                                                                                                                                                                                      |  |  |  |  |  |  |  |  |  |                                                                                                                                                                                         |  |  |  |  |  |  |  |  |  |                                                                                                                                                                               |  |  |  |  |  |  |  |  |  |

# LAND APPRAISAL REPORT

File No.: 318 Hardy Street

|                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                                                                                                                                                                                                                                                                                                                       |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.<br>Data Source(s): <b>Tax Assessor/MLS</b><br>1st Prior Subject Sale/Transfer<br>Date: _____<br>Price: _____<br>Source(s): _____<br>2nd Prior Subject Sale/Transfer<br>Date: _____<br>Price: _____<br>Source(s): _____ |  | Analysis of sale/transfer history and/or any current agreement of sale/listing: <b>Subject is not known to be currently listed for sale nor under contract. Based on tax assessor's data, it has been under the present ownership for in excess of five years. The City of Hattiesburg is considering purchasing the site for street improvement.</b> |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

| FEATURE                                     | SUBJECT PROPERTY                      | COMPARABLE NO. 1                                                           | COMPARABLE NO. 2                                                            | COMPARABLE NO. 3                                                           |
|---------------------------------------------|---------------------------------------|----------------------------------------------------------------------------|-----------------------------------------------------------------------------|----------------------------------------------------------------------------|
| Address                                     | 318 Hardy St<br>Hattiesburg, MS 39401 | 908 W Pine St<br>Hattiesburg, MS 39401                                     | Hardy Street @ South 10th Ave<br>Hattiesburg, MS 39401                      | Pinehurst Street<br>Hattiesburg, MS 39401                                  |
| Proximity to Subject                        |                                       | 0.39 miles S                                                               | 0.53 miles W                                                                | 0.37 miles W                                                               |
| Sale Price                                  | \$                                    | \$ 74,000                                                                  | \$ 135,000                                                                  | \$ 24,000                                                                  |
| Price/ Sq Ft                                | \$                                    | \$ 2.47                                                                    | \$ 5.58                                                                     | \$ 3.20                                                                    |
| Data Source(s)                              | Inspection                            | MLS # 79002                                                                | Deed records                                                                | MLS # 72523                                                                |
| Verification Source(s)                      | Tax Assessor                          | Re/Max Real Estate                                                         | Buyer/Bradley                                                               | Sinopoli & Associates                                                      |
| VALUE ADJUSTMENT                            | DESCRIPTION                           | DESCRIPTION                                                                | DESCRIPTION                                                                 | DESCRIPTION                                                                |
| Sales or Financing                          | N/A                                   | Cash                                                                       | Bank loan                                                                   | Cash                                                                       |
| Concessions                                 |                                       | Seller paid \$0                                                            | Seller paid \$0                                                             | Seller paid \$0                                                            |
| Date of Sale/Time                           |                                       | 03/12/2010                                                                 | 07/20/2007                                                                  | 10/30/2007                                                                 |
| Rights Appraised                            | Fee Simple                            | Fee Simple                                                                 | Fee Simple                                                                  | Fee Simple                                                                 |
| Location                                    | SE Hattiesburg                        | SE Hattiesburg                                                             | SE Hattiesburg                                                              | SE Hattiesburg                                                             |
| Site Area (in Sq.Ft.)                       | 13,500                                | 30,000                                                                     | 24,201                                                                      | 7,500                                                                      |
| Topography                                  | Gentle slope                          | Gentle slope                                                               | Gentle slope                                                                | Gentle slope                                                               |
| Zoning                                      | B-2                                   | B-1                                                                        | B-3                                                                         | B-3                                                                        |
| Improvements                                | No value                              | None                                                                       | No value                                                                    | No value                                                                   |
| Frontage                                    | Hardy Street                          | West Pine Street                                                           | Hardy Street                                                                | Pinehurst Street                                                           |
| Days on Market                              | N/A                                   | 252                                                                        | Unknown                                                                     | 14                                                                         |
| Net Adjustment (Total, in \$)               |                                       | <input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 14,820 | <input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -27,008 | <input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -1,200 |
| Net Adjustment (Total, in % of \$ / Sq.Ft.) |                                       | (20 % of \$/Sq.Ft.)                                                        | (-20 % of \$/Sq.Ft.)                                                        | (-5 % of \$/Sq.Ft.)                                                        |
| Adjusted Sale Price (in \$ / Sq.Ft.)        |                                       | \$ 2.96                                                                    | \$ 4.46                                                                     | \$ 3.04                                                                    |

Summary of Sales Comparison Approach: Sales were the most recent available similar properties following research of the market. Adjustments are made in % of price per square foot. Sales 2 and 3 were adjusted downward for zoning, as B-3 is less restrictive than B-2, and allows for more uses. Sale 1 was adjusted upward for zoning as B-1 is more restrictive than B-2. Sales 1 and 3 were adjusted upwards for lack of Hardy Street frontage. The subject neighborhood is virtually fully developed and has been for many years with very few vacant sites remaining. The sales utilized in this report were the most recent, similar sales discovered after research of the market. Based on this data, the value opinion of the subject is \$4.00 per square foot. 13,500 sf @ \$4.00 = \$54,000.

|                                                                                                                                                                                                                                |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PROJECT INFORMATION FOR PUDs (if applicable)</b> <input type="checkbox"/> The Subject is part of a Planned Unit Development.<br>Legal Name of Project: _____<br>Describe common elements and recreational facilities: _____ |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

|                                                                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Indicated Value by: Sales Comparison Approach \$</b><br><b>54,000</b><br><b>Final Reconciliation:</b> As the subject's value is in the vacant land, only the Sales Comparison Approach was deemed applicable to its valuation. |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

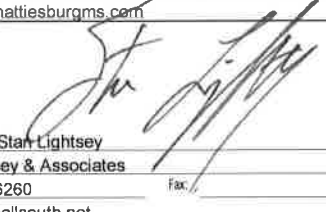
  

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| This appraisal is made <input checked="" type="checkbox"/> "as is", or <input type="checkbox"/> subject to the following conditions: <b>Site size to be verified by professional engineer or surveyor.</b><br><input checked="" type="checkbox"/> This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.<br>Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ <b>54,000</b> , as of: <b>03/23/2016</b> , which is the effective date of this appraisal.<br>If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda. |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ATTACH:</b><br>A true and complete copy of this report contains 13 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits:<br><input checked="" type="checkbox"/> Limiting cond./Certifications <input checked="" type="checkbox"/> Narrative Addendum <input checked="" type="checkbox"/> Location Map(s) <input checked="" type="checkbox"/> Flood Addendum <input type="checkbox"/> Additional Sales<br><input checked="" type="checkbox"/> Photo Addenda <input checked="" type="checkbox"/> Parcel Map <input type="checkbox"/> Hypothetical Conditions <input checked="" type="checkbox"/> Extraordinary Assumptions <input checked="" type="checkbox"/> USPAP ID/Tax Data |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SIGNATURES</b><br>Client Contact: <b>Janet Beech</b><br>E-Mail: <b>jbeech@hattiesburgms.com</b><br>Address: <b>P.O. Box 1898, Hattiesburg, MS 39401</b><br>APPRAISER: <br>Appraiser Name: <b>Star Lightsey</b><br>Company: <b>Lightsey &amp; Associates</b><br>Phone: <b>601-584-6260</b> Fax: _____<br>E-Mail: <b>slights@bellsouth.net</b><br>Date of Report (Signature): <b>03/24/2016</b><br>License or Certification #: <b>RA-16</b> State: <b>MS</b><br>Designation: <b>SRA</b><br>Expiration Date of License or Certification: <b>03/31/2017</b><br>Inspection of Subject: <input checked="" type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect (Desktop)<br>Date of Inspection: <b>03/23/2016</b> | Client Name: <b>City of Hattiesburg</b><br>SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)<br>Supervisory or Co-Appraiser Name: _____<br>Company: _____<br>Phone: _____ Fax: _____<br>E-Mail: _____<br>Date of Report (Signature): _____<br>License or Certification #: _____ State: _____<br>Designation: _____<br>Expiration Date of License or Certification: _____<br>Inspection of Subject: <input type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect<br>Date of Inspection: _____ |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Supplemental Addendum**

File No. 318 Hardy Street

|                  |              |        |         |       |    |                |
|------------------|--------------|--------|---------|-------|----|----------------|
| Borrower         | N/A          |        |         |       |    |                |
| Property Address | 318 Hardy St |        |         |       |    |                |
| City             | Hattiesburg  | County | Forrest | State | MS | Zip Code 39401 |
| Lender/Client    |              |        |         |       |    |                |

**EXTRAORDINARY ASSUMPTION**

The subject is located in an area of Hattiesburg where there are numerous historical properties that fall under the jurisdiction of the Hattiesburg Historic Commission. In order to demolish a property in this area, it requires going through the process of obtaining a permit from the Historic Commission and the City of Hattiesburg to proceed with a demolition. The value opinion reflected in this appraisal report is subject to the extraordinary assumption that permission would be granted to remove the existing buildings from the subject site.

# Assumptions, Limiting Conditions & Scope of Work

File No.: 318 Hardy Street  
State: MS Zip Code: 39401

Property Address: 318 Hardy St

City: Hattiesburg

Client: City of Hattiesburg

Address: P.O. Box 1898, Hattiesburg, MS 39401

Appraiser: Stan Lightsey

Address: P.O. Box 15489, Hattiesburg, MS 39404

## STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis

of it being under responsible ownership.

- The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.

- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area.

Because

the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved

in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or

warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist

or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the

field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items

that were furnished by other parties.

- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the

client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements

applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.

- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this

report or any copy thereof does not carry with it the right of publication.

- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

**The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by**

**the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties**

**assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.**

**Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):**

File No: 318 Hardy Street

**GP LAND**

# USPAP ADDENDUM

File No. **318 Hardy Street**

|                  |              |          |         |
|------------------|--------------|----------|---------|
| Borrower         | N/A          |          |         |
| Property Address | 318 Hardy St |          |         |
| City             | Hattiesburg  | County   | Forrest |
| State            | MS           | Zip Code | 39401   |

Lender

This report was prepared under the following USPAP reporting option:

☒ Appraisal Report

This report was prepared in accordance with USPAP Standards Rule 2-2(a).

☐ Restricted Appraisal Report

This report was prepared in accordance with USPAP Standards Rule 2-2(b).

## Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is:  
for vacant land in the area.

180-270 days for based on MLS data

## Additional Certifications

I certify that, to the best of my knowledge and belief:

☒ I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

☐ I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

## Additional Comments

### APPRAISER:

Signature:

Name: **Stan Lightsey**

Date Signed: **03/24/2016**

State Certification #: **RA-16**

or State License #:

State: **MS**

Expiration Date of Certification or License: **03/31/2017**

Effective Date of Appraisal: **03/23/2016**

### SUPERVISORY APPRAISER: (only if required)

Signature:

Name:

Date Signed:

State Certification #:

or State License #:

State:

Expiration Date of Certification or License:

Supervisory Appraiser Inspection of Subject Property:

☐ Did Not

☐ Exterior-only from Street

☐ Interior and Exterior



## Location Map

|                  |              |        |         |       |                   |
|------------------|--------------|--------|---------|-------|-------------------|
| Borrower         | N/A          |        |         |       |                   |
| Property Address | 318 Hardy St |        |         |       |                   |
| City             | Hattiesburg  | County | Forrest | State | MS Zip Code 39401 |
| Lender/Client    |              |        |         |       |                   |



## Location Map

|                  |              |        |         |       |                   |
|------------------|--------------|--------|---------|-------|-------------------|
| Borrower         | N/A          |        |         |       |                   |
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| Lender/Client    |              |        |         |       |                   |



|                  |              |        |         |       |    |          |       |
|------------------|--------------|--------|---------|-------|----|----------|-------|
| Borrower         | N/A          |        |         |       |    |          |       |
| Property Address | 318 Hardy St |        |         |       |    |          |       |
| City             | Hattiesburg  | County | Forrest | State | MS | Zip Code | 39401 |
| Lender/Client    |              |        |         |       |    |          |       |

Prepared for: Lightsey and Associates  
318 Hardy St  
Hattiesburg, MS 39401



#### MAP LEGEND

 Areas inundated by 500-year flooding  
 Areas inundated by 100-year flooding  
 Velocity Hazard  
 Protected Areas  
 Floodway  
 Subject Area

## Plat Map



The materials available at this web site are for informational purposes only and do not constitute a legal document.

## Tax Data

Delta Computer Systems

Page 1 of 1

Forrest County Mississippi



Delta Computer Systems, Inc.

### Property Link FORREST COUNTY, MS

Current Date 3/23/2016

Tax Year 2015  
Records Last Updated 3/23/2016

#### PROPERTY DETAIL

OWNER MUSSIETT RICARDO  
318 HARDY ST  
HATTIESBURG MS 39401

ACRES : \*\*NA\*\*  
LAND VALUE : 38720  
IMPROVEMENTS : 23430  
TOTAL VALUE: 62150  
ASSESSED : 9323

PARCEL 2-0290-10-043.00  
ADDRESS 318 HARDY STREET

#### TAX INFORMATION

| YEAR 2015 | TAX DUE | PAID    | BALANCE |
|-----------|---------|---------|---------|
| COUNTY    | 588.93  | 588.93  | 0.00    |
| CITY      | 461.67  | 461.67  | 0.00    |
| SCHOOL    | 604.97  | 604.97  | 0.00    |
| TOTAL     | 1655.57 | 1655.57 | 0.00    |

LAST PAYMENT DATE 2 / 1 / 2016

#### MISCELLANEOUS INFORMATION

|                |        |       |                                |
|----------------|--------|-------|--------------------------------|
| EXEMPT CODE    |        | LEGAL | BG NW/CR KT 7 SE 202.5 NELY 50 |
| HOMESTEAD CODE | None   |       | NWLY82.83 NELY 5.1 NWLY 29 W   |
| TAX DISTRICT   | 1110   |       | ALG HARDY 120 TO POB           |
| PPIN           | 019364 |       | PREV #:H0448-11-009            |
| SECTION        | 09     |       | KAMPER & WINNERY EXT 2ND       |
| TOWNSHIP       | 04N    |       |                                |
| RANGE          | 13W    |       |                                |

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#### TAX SALES HISTORY, FOR UNPAID TAXES

| Year                   | Sold To | Redeemed Date/By |
|------------------------|---------|------------------|
| **NO TAX SALES FOUND** |         |                  |

[View Appraisal Record](#)

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[Forrest County Home](#) | [Chancery Court](#) | [Instrument Indexing](#) | [Online Property Tax Payments](#) | [Online Personal Property Tax Payments](#) | [Online Mobile Home Tax Payments](#) | [Online Car Tag Payments](#)  
[Privacy Policy](#) | [Terms of Use](#) | [Contact Us](#) | [Help](#)

<http://www.deltacomputersystems.com/cgi-lrm5/LRMCGI02?HTMCNTY=MS18&HTM...> 3/23/2016

## Photograph Addendum

|                  |              |        |         |       |    |                |
|------------------|--------------|--------|---------|-------|----|----------------|
| Borrower         | N/A          |        |         |       |    |                |
| Property Address | 318 Hardy St |        |         |       |    |                |
| City             | Hattiesburg  | County | Forrest | State | MS | Zip Code 39401 |
| Lender/Client    |              |        |         |       |    |                |



View of office building



View of dwelling on site



View of 2nd Avenue

**Photograph Addendum**

|                  |              |        |         |       |    |                |
|------------------|--------------|--------|---------|-------|----|----------------|
| Borrower         | N/A          |        |         |       |    |                |
| Property Address | 318 Hardy St |        |         |       |    |                |
| City             | Hattiesburg  | County | Forrest | State | MS | Zip Code 39401 |
| Lender/Client    |              |        |         |       |    |                |



View of dwelling on site



View of alley



View of Hardy Street



# City of Hattiesburg, MS

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

## Master

**File Number: 2016-2573**

**File ID:** 2016-2573

**Type:** Regular Agenda Item

**Status:** Approved

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 03/30/2016

**Brief Title:** City of Hattiesburg sponsorship of Armed Forces Day

**Final Action:** 04/05/2016

**Minute Book Number:** MB2016-92

**Title:**

Approve and authorize Mayor to execute 2016 sponsorship agreement between the City of Hattiesburg and Hattiesburg Veterans Committee for Armed Forces Day May 21, 2016, in accordance with Mississippi Code 17-3-1, in an amount not to exceed \$2,500.00.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Sponsorship package

**Enactment Number:**

**Contact:**

**Meeting Date:**

**Drafter:** Kermas Eaton

**Effective Date:**

### History of Legislative File

| Ver-<br>sion:                                                                                                                                                                                                                                                                                                                                                       | Acting Body: | Date:      | Action:                  | Sent To: | Due Date: | Return<br>Date: | Result: |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|--------------------------|----------|-----------|-----------------|---------|
| 1                                                                                                                                                                                                                                                                                                                                                                   | City Council | 04/05/2016 | Approve and<br>Authorize |          |           |                 | Pass    |
| <b>Action Text:</b> A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Approve and authorize Mayor to execute 2016 sponsorship agreement between the City of Hattiesburg and Hattiesburg Veterans Committee for Armed Forces Day May 21, 2016, in accordance with Mississippi Code 17-3-1, in an amount not to exceed \$2,500.00. |              |            |                          |          |           |                 |         |
| There being no discussion, the Motion received the affirmative vote of the Council as follows:                                                                                                                                                                                                                                                                      |              |            |                          |          |           |                 |         |
| Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor                                                                                                                                                                                                                                                                                                              |              |            |                          |          |           |                 |         |
| Nays: 0                                                                                                                                                                                                                                                                                                                                                             |              |            |                          |          |           |                 |         |
| Yea: 5 Council Member Bradley<br>Council Member Delgado<br>Council Member Carroll<br>Council Member Dryden<br>Council Member Naylor                                                                                                                                                                                                                                 |              |            |                          |          |           |                 |         |
| TEL-No Vote: 0                                                                                                                                                                                                                                                                                                                                                      |              |            |                          |          |           |                 |         |

### Text of Legislative File 2016-2573



**Title**

Approve and authorize Mayor to execute 2016 sponsorship agreement between the City of Hattiesburg and Hattiesburg Veterans Committee for Armed Forces Day May 21, 2016, in accordance with Mississippi Code 17-3-1, in an amount not to exceed \$2,500.00.

**Summary**

Sponsorship of Armed Forces Day.

**Budget Information**

**Expenditure Type**

**Purchasing Item**

**Publication Information**



The Hattiesburg Veterans Committee will honor our local Vietnam veterans with a big "Thank You" program on Armed Forces Day, Saturday, May 21, 2016 beginning at 11 o'clock at the Lake Terrace Convention Center. Area Vietnam veterans and their guest will get the "thank you" and handshake long overdue by local, state, federal leaders, members of the clergy, education, military, and business leaders, plus family members will be present to show their respect for their service. Long overdue, this event will put a sense of pride in our Vietnam veterans. We are asking businesses, organizations and individuals to be a part of this spectacular Vietnam veteran salute. Along with the lunch and program, each veteran will be presented a limited edition challenge coin, a commemorative T-shirt, and most importantly, a warm feeling that we do care for their service.

Local Veteran and Veteran related organizations in the greater Hattiesburg area make up the Hattiesburg Veterans Committee. This group of volunteers annually put on Mississippi's largest Veterans Day and Memorial Day Programs. In addition, they supervise the Hattiesburg Veterans Park to keep its beauty and purpose intact. Hattiesburg Veterans Committee Chairman Ted Tibbett and co-chaired by Ken Smith will head up this "Thank You" celebration. The Honorary Chairpersons for this event include Charles Brown, decorated Vietnam veteran, Tom King, Southern District Transportation Commissioner and Vietnam veteran, Retired Lieutenant Colonel Raylawni Branch, Major General Jeff Hammond, Hattiesburg's Mayor Johnny Dupree, and others. We want to add your name and handshake and thank you to this list. Please help recognize the men and women that have put their life on the line so we can live in the land of the free and home of the brave.

Ted Tibbett  
Chairman Hattiesburg Veterans Committee

HATTIESBURG VETERANS COMMITTEE  
P. O. BOX 15935  
HATTIESBURG, MS 39404  
601-606-3330  
[vietnamveteranthankyou@gmail.com](mailto:vietnamveteranthankyou@gmail.com)



## HATTIESBURG VETERANS COMMITTEE

POST OFFICE BOX 15935

HATTIESBURG, MISSISSIPPI 39404

601-606-3330

[vietnamveteranthankyou@gmail.com](mailto:vietnamveteranthankyou@gmail.com)

## SPONSORSHIP OPPORTUNITIES

**A Million Dollar feeling for doing something right**

### **Presenting Sponsors \$2,500**

- \* Your Company logo will be prominently featured on the event t-shirts
- \* Full name mention on all media, including TV, radio, print, social media, storefront posters, banners, programs,
- \* Two (2) Draped 10 ft tables in lobby of Lake Terrace Convention Center to be used for distribution of company provided material and give a-way items
- \* One (1) reserved VIP table for 10 people
- \* Ten (10) Luncheon tickets
- \* Ten (10) event T-shirts with company name/logo on back
- \* One (1) special recognition award

### **Gold Sponsors \$1,000**

- \* Your Company logo will be prominently featured on the event t-shirts
- \* Full name mention on all media, including TV, radio, print, social media, storefront posters, banners, programs,
- \* One (1) draped 10 foot table in lobby of Lake Terrace Convention Center to be used for distribution of company provided material and give a-way items
- \* Six (6) Luncheon tickets with reserved seating
- \* Six (6) event T-shirts with company name/logo on back
- \* One (1) special recognition award

### **Silver Sponsors \$500**

- \* Your Company logo will be prominently featured on the event t-shirts
- \* Full name mention on all media, including TV, radio, print, social media, storefront posters, banners, programs,
- \* Four (4) Luncheon tickets
- \* Four (4) event T-shirts with company name/logo on back
- \* Special recognition at luncheon

### **Bronze Sponsors \$250**

- \* Full name mention on all social media
- \* Two (2) Luncheon tickets
- \* Two (2) event T-shirts
- \* Special recognition at luncheon

**THIS PROGRAM IS THE RIGHT THING TO DO, OUR HATTIESBURG VETERANS COMMITTEE  
AND ALL OUR SPONSORS AND VOLUNTEERS ARE HONORED TO AT LONG LAST SAY....  
"THANK YOU FOR YOUR SERVICE"**



## HATTIESBURG, MISSISSIPPI

Saturday, May 21, 2016

Lake Terrace Convention Center

CONTACT NAME: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

STATE: \_\_\_\_\_

ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**Please select your level(s) of participation.**

☒ **YES, We will serve as a Sponsor**

☒ Presenting Sponsor \$2,500

\_\_\_\_\_ Gold Sponsor \$1,000

\_\_\_\_\_ Silver Sponsor \$500

\_\_\_\_\_ Bronze Sponsor \$250

\_\_\_\_\_ In-Kind and media sponsorship packages available at any of the above levels.

\_\_\_\_\_ **NO, we cannot serve in any of these capacities, but please accept the enclosed donation.** \$ \_\_\_\_\_

**Make checks payable to: Hattiesburg Tourism Commission - AAMHM**  
**Under the Remarks/Memo please put Vietnam Veterans Celebration**

Your donation is tax deductible

**Mailing address:**

**HATTIESBURG VETERANS COMMITTEE**

**POST OFFICE BOX 15935**

**HATTIESBURG, MISSISSIPPI 39404**

**601-582-3311**

**[vietnamveteranthankyou@gmail.com](mailto:vietnamveteranthankyou@gmail.com)**

**\*ALL ARTWORK MUST BE IN BY THURSDAY, MARCH 31, 2016. (.eps OR .ai format preferred. If unavailable, send .jpeg). E-mail to above address Thanks!!**

*Thank you...*



*for your service!*



# City of Hattiesburg, MS

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

## Master

**File Number: 2016-2570**

**File ID:** 2016-2570

**Type:** Regular Agenda Item

**Status:** Approved

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 03/29/2016

**Brief Title:** Audit of The Library of Hattiesburg, Petal and Forrest County.

**Final Action:** 04/05/2016

**Minute Book Number:** MB2016-92

**Title:**

Acknowledge receipt of audit for the Library of Hattiesburg, Petal and Forrest County for the fiscal year ended September 30, 2015 from Herzog CPA Company, PLLC(on file in the City Clerk's Office).

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Audit FYE 9 2015

**Enactment Number:**

**Contact:**

**Meeting Date:**

**Drafter:** KErmas Eaton

**Effective Date:**

## History of Legislative File

| Ver-<br>sion:                                                                                                                                                                                                                                                                                                  | Acting Body: | Date:      | Action:     | Sent To: | Due Date: | Return<br>Date: | Result: |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|-------------|----------|-----------|-----------------|---------|
| 1                                                                                                                                                                                                                                                                                                              | City Council | 04/05/2016 | Acknowledge |          |           |                 | Pass    |
| <b>Action Text:</b> A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Acknowledge receipt of audit for the Library of Hattiesburg, Petal and Forrest County for the fiscal year ended September 30, 2015 from Herzog CPA Company, PLLC(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 - Bradley, Delgado, Carroll, Dryden and Naylor                                                                                                                                                                                                                                                         |              |            |             |          |           |                 |         |
| Nays: 0                                                                                                                                                                                                                                                                                                        |              |            |             |          |           |                 |         |
| Yea: 5 Council Member Bradley<br>Council Member Delgado<br>Council Member Carroll<br>Council Member Dryden<br>Council Member Naylor                                                                                                                                                                            |              |            |             |          |           |                 |         |
| TEL-No Vote: 0                                                                                                                                                                                                                                                                                                 |              |            |             |          |           |                 |         |

## Text of Legislative File 2016-2570

### Title

Acknowledge receipt of audit for the Library of Hattiesburg, Petal and Forrest County for the fiscal year ended September 30, 2015 from Herzog CPA Company, PLLC(on file in the City Clerk's Office).

**Summary**

Acknowledgement of audit.

**Budget Information**

**Expenditure Type**

**Purchasing Item**

**Publication Information**

**Library of Hattiesburg, Petal, and Forrest County  
Financial Report  
With Additional Information  
For the Year Ended September 30, 2015**



# **THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY**

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## **HERZOG CPA COMPANY, PLLC**

**Angela T. Herzog, CPA**

12 98 Place Boulevard • P.O. Box 17986 • Hattiesburg, Mississippi 39404

Phone 601-271-8860 • Fax 601-271-8921

1020 Northpark Drive • Ridgeland, Mississippi 39157

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### **INDEPENDENT AUDITORS' REPORT**

March 22, 2016

Members of the Library Board  
The Library of Hattiesburg, Petal, and Forrest County  
Hattiesburg, Mississippi

#### **Report on the Financial Statements**

We have audited the accompanying basic financial statements of The Library of Hattiesburg, Petal and Forrest County, as of the year ended September 30, 2015, as listed in the table of contents.

#### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### **Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.



We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of The Library of Hattiesburg, Petal and Forrest County, as of September 30, 2015, and the respective changes in financial position and cash flows for the year ended in conformity with accounting principles generally accepted in the United States of America.

#### Other Matters

##### Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Schedule of the Proportionate Share of the Net Pension Liability, the Budgetary Comparison Schedule and corresponding notes be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The Library has omitted Management's Discussion and Analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, and historical context. Our opinion on the basic financial statements is not affected by this missing information.

##### Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 22, 2016, on our consideration of The Library of Hattiesburg, Petal, and Forrest County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing on internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

  
HERZOG CPA COMPANY, PLLC

**THE LIBRARY OF HATTIESBURG, PETAL,  
AND FORREST COUNTY  
FINANCIAL STATEMENTS**



**THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY**  
**Statement of Net Position**  
**September 30, 2015**

|                                               |                     |
|-----------------------------------------------|---------------------|
| <b>Assets</b>                                 |                     |
| Cash and cash equivalents                     | \$ 2,401,417        |
| Property tax receivables                      | 46,625              |
| Prepaid assets                                | 39,405              |
| Fixed assets, net of accumulated depreciation | 845,283             |
| Total assets                                  | <u>3,332,730</u>    |
| <b>Deferred Outflows of Resources</b>         |                     |
| Deferred outflows related to pension          | 199,560             |
| Total Deferred Outflows of Resources          | <u>199,560</u>      |
| <b>Liabilities</b>                            |                     |
| Accounts payable and accrued liabilities      | 31,036              |
| <b>Long-term liabilities</b>                  |                     |
| Other postemployment benefits payable         | 26,910              |
| Due in more than one year                     |                     |
| Accrued compensated absences                  | 63,870              |
| Net pension liability                         | 1,700,383           |
| Total liabilities                             | <u>1,822,199</u>    |
| <b>Deferred Inflows of Resources</b>          |                     |
| Deferred inflows related to pension           | 99,491              |
| Total Deferred Inflows of Resources           | <u>99,491</u>       |
| <b>Net position</b>                           |                     |
| Net investment in capital assets              | 845,284             |
| Restricted for unemployment insurance         | 5,000               |
| Unrestricted                                  | 760,316             |
| Total net position                            | <u>\$ 1,610,600</u> |

See accompanying notes and accountants' report.

**THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY**  
**Statement of Activities**  
**For the Year Ended September 30, 2015**

|                                                |                     |
|------------------------------------------------|---------------------|
| <b>Revenue</b>                                 |                     |
| Property taxes                                 | \$ 1,637,314        |
| Intergovernmental                              | 202,177             |
| Interest on investments                        | 6,033               |
| Contributions and donations                    | 4,267               |
| Library fines and fees                         | 68,893              |
| Other miscellaneous                            | 793                 |
| Total revenue                                  | <u>1,919,477</u>    |
| <b>Expenses</b>                                |                     |
| Salaries and fringe benefits                   | 1,135,596           |
| Supplies                                       | 43,193              |
| Professional and contractual services          | 15,055              |
| Conferences, workshops, and travel             | 9,502               |
| Insurance and bonds                            | 42,640              |
| Utilities                                      | 148,363             |
| Repair and maintenance                         | 206,970             |
| Depreciation                                   | 375,519             |
| Total expenses                                 | <u>1,976,838</u>    |
| Change in Net Position                         | (57,361)            |
| Net Position-Beginning, as previously reported | 3,142,274           |
| Prior period adjustment                        | <u>(1,474,313)</u>  |
| Net Position-Beginning, as restated            | <u>1,667,961</u>    |
| Net Position-End of year                       | <u>\$ 1,610,600</u> |

See accompanying notes and accountants' report.

**THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY**  
**Statement of Activities**  
**For the Year Ended September 30, 2015**

| Function/Program                               | Expenses       | Program Revenue |           | Net (Expenses) |
|------------------------------------------------|----------------|-----------------|-----------|----------------|
|                                                |                | Charges for     | Operating | Revenue and    |
|                                                |                | Services        | Grants    | Changes in Net |
|                                                |                |                 |           | Position-      |
|                                                |                |                 |           | Governmental   |
|                                                |                |                 |           | Activities     |
| Function/Program                               | \$ (1,976,838) | \$ 68,893       | \$ -      | \$ (1,907,945) |
| Governmental activities-                       |                |                 |           |                |
| Library services/operations                    |                |                 |           |                |
| General revenue                                |                |                 |           |                |
| Property taxes                                 |                |                 |           | 1,637,314      |
| Intergovernmental                              |                |                 |           | 202,177        |
| Interest on investments                        |                |                 |           | 6,033          |
| Contributions and donations                    |                |                 |           | 4,267          |
| Other miscellaneous                            |                |                 |           | 793            |
| Total general revenue                          |                |                 |           | 1,850,584      |
| Change in Net Position                         |                |                 |           | (57,361)       |
| Net Position-Beginning, as previously reported |                |                 |           | 3,142,274      |
| Prior period adjustment                        |                |                 |           | (1,474,313)    |
| Net Position-Beginning, as restated            |                |                 |           | 1,667,961      |
| Net Position-End of year                       |                |                 |           | \$ 1,610,600   |

See accompanying notes and accountants' report.



**THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY**  
**Balance Sheet**  
**September 30, 2015**

**Assets**

|                           |                     |
|---------------------------|---------------------|
| Cash and cash equivalents | \$ 2,401,417        |
| Receivables               | 46,625              |
| Prepaid assets            | 39,405              |
| Total assets              | <u>\$ 2,487,447</u> |

**Liabilities and Fund Balance**

**Liabilities**

|                                          |                  |
|------------------------------------------|------------------|
| Accounts payable and accrued liabilities | <u>\$ 31,036</u> |
|------------------------------------------|------------------|

**Fund Balance**

|                                    |                     |
|------------------------------------|---------------------|
| Nonspendable:                      |                     |
| Prepaid assets                     | 39,405              |
| Restricted for:                    |                     |
| Culture and recreation             | 5,000               |
| Unassigned                         | 2,412,006           |
| Total fund balance                 | <u>2,456,411</u>    |
| Total liabilities and fund balance | <u>\$ 2,487,447</u> |

|                                           |              |
|-------------------------------------------|--------------|
| Total fund balance-modified accrual basis | \$ 2,456,411 |
|-------------------------------------------|--------------|

Amounts reported in the statement of net position are different because:

|                                                                                                                                                                 |                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Capital assets are not financial resources, and are not reported in the funds                                                                                   | 845,283             |
| Compensated absences are included as a liability                                                                                                                | (63,870)            |
| Deferred outflows of resources related to pension reported in governmental activities is not a financial resource, and therefore, is not reported in the funds. | 199,560             |
| Long-term liabilities are not due and payable in the current period, and therefore, are not reported in the funds.                                              | (1,700,383)         |
| Other postemployment benefits are not due and payable in the current period and therefore, are not reported in the funds.                                       | (26,910)            |
| Deferred inflows of resources related to pension are not due and payable in the current period, and therefore, are not reported in the funds.                   | <u>(99,491)</u>     |
| Net position of general fund-full accrual basis                                                                                                                 | <u>\$ 1,610,600</u> |

See accompanying notes and accountants' report.



**THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY**  
**Statement of Revenue, Expenditures, and Changes in Fund Balance**  
**For the Year Ended September 30, 2015**

|                                             |                     |
|---------------------------------------------|---------------------|
| <b>Revenue</b>                              |                     |
| Property taxes                              | \$ 1,637,314        |
| Intergovernmental                           | 202,177             |
| Interest on investments                     | 6,033               |
| Contributions and donations                 | 4,267               |
| Library fines and fees                      | 68,893              |
| Other miscellaneous                         | 793                 |
| Total revenue                               | <u>1,919,477</u>    |
| <b>Expenditures</b>                         |                     |
| Salaries and fringe benefits                | 980,705             |
| Supplies                                    | 55,382              |
| Library books and materials                 | 281,357             |
| Professional and contractual services       | 15,055              |
| Conferences, workshops, and travel          | 9,502               |
| Insurance and bonds                         | 42,640              |
| Utilities                                   | 148,363             |
| Repair and maintenance                      | 206,970             |
| Total expenditures                          | <u>1,739,974</u>    |
| Excess of revenue over (under) expenditures | 179,503             |
| Fund balance - Beginning of year            | <u>2,276,908</u>    |
| Fund balance - End of year                  | <u>\$ 2,456,411</u> |

See accompanying notes and accountants' report.

**THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY**  
**Reconciliation of the Statement of Revenue, Expenditures and**  
**Changes in Fund Balance to the Statement of Activities**  
**For the Year Ended September 30, 2015**

Net change in fund balances-modified accrual basis \$ 179,503

Amounts reported in the statement of activities are different because:

Capital outlays are reported as expenditures in the Statement of Revenue, Expenditures, and Changes in Fund Balance; in the Statement of Activities, these costs are allocated over their estimated useful lives as depreciation:

|                             |           |
|-----------------------------|-----------|
| Library books and materials | 281,355   |
| Depreciation                | (375,519) |
| Capital asset additions     | 12,189    |

|                                                              |                  |
|--------------------------------------------------------------|------------------|
| (Increase) in the accrual for long-term compensated absences | (1,978)          |
| (Increase) in other post employee benefits payable           | <u>(152,911)</u> |

Change in net position of general fund-full accrual basis \$ (57,361)

See accompanying notes and accountants' report.



**THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY**  
**Notes to Financial Statements**  
**For the Year Ended September 30, 2015**

**Note 1 – Nature of Organization and Summary of Significant Accounting Policies**

The Library of Hattiesburg, Petal, and Forrest County (The Library), is a City/County Library which provides library services to the citizens of the City of Hattiesburg, the City of Petal, and Forrest County. The Library is completely dependent upon these municipalities and the County as they jointly provide The Library's operating funds (property taxes), facilities, land, equipment, furniture and fixtures. However, the Library is not a component unit of any of the participating governments.

The accounting policies of The Library conform to accounting principles generally accepted in the United States of America as applicable to governmental units. The following is a summary of the significant accounting policies:

In June 1999, the GASB issued Statement No. 34, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments*. Certain of the significant changes in the Statement include the following:

- A Management's Discussion and Analysis (MD&A) section providing an analysis of the Library's overall financial position and results of operations
- Financial statements prepared using full accrual accounting for all of the Library's activities
- A change in the fund financial statements to focus on the major funds

These and other changes are reflected in the accompanying financial statements including notes to financial statements.

**Reporting Entity**

The Library was established as a special-purpose government under Mississippi Code Sections 39-3-1. It is a jointly governed entity (joint venture), as allowed by Mississippi Code Section 39-3-9, governed by the City of Hattiesburg, the City of Petal, and Forrest County. The Library's board of trustees is appointed by the City of Hattiesburg (6), the City of Petal (3), and Forrest County (6). The Library is not a taxable entity and does not file an income tax return.

The Library is primarily funded through a tax levy, fines and fees, and charitable donations. Revenue is used to operate and staff the Library. The accompanying general purpose financial statements have been prepared in accordance with criteria established by the Governmental Accounting Standards Board for determining the various governmental organizations to be included in the reporting entity. Based on the significance of any operational or financial relationships with the Library, there are no component units to be included in these financial statements.

**Measurement Focus, Basis of Accounting, and Financial Statement Presentation**

The Library's basic financial statements include both government-wide (reporting the Library as a whole) and fund financial statements (reporting the Library's major funds).

**Government-wide Financial Statements**

The government-wide financial statements (i.e., the statement of Net Position and the statement of activities) are reported using the economic resources measurement focus and the accrual basis of accounting. Revenue is recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

**THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY**  
**Notes to Financial Statements**  
**For the Year Ended September 30, 2015**

**Note 1 – Nature of Organization and Summary of Significant Accounting Policies (continued)**

The Statement of Net Position includes and recognizes all long-term assets and receivables as well as long-term debt and obligations. The Library's Net Position are reported in three parts – invested in capital assets, net of related debt; restricted Net Position; and unrestricted Net Position.

The statement of activities demonstrates the degree to which the direct expense of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenue includes (1) charges to library patrons who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and (2) grants and contributions that are restricted to meet the operational or capital requirements of a particular function or segment. Taxes and other items are not properly included among program revenues, and are reported instead as general revenue.

**Equity Classifications**

Government-wide Financial Statements:

Equity is classified as Net Position and displayed in three components:

Net investment in capital assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, notes or other borrowings attributable to the acquisition, construction or improvements of those assets.

Restricted Net Position – Consists of Net Position with constraints placed on the use either by external groups such as creditors, grantors, contributors, or laws and regulations of other governments; or law through constitutional provisions or enabling legislation.

Unrestricted Net Position – All other Net Position not meeting the definition of “restricted” or “net investment in capital assets.”

**Fund Financial Statements**

Governmental financial statements are presented using a current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized in the accounting period when they are both measurable and available to finance operations during the year or to liquidate liabilities existing at the end of the year. Available means collected in the current period or within 60 days after year end to liquidate liabilities existing at the end of the year. Measurable means knowing or being able to reasonably estimate the amount. Expenditures are recognized in the accounting period when the related fund liabilities are incurred. Debt service expenditures and expenditures related to compensated absences and claims and judgments, are recognized only when payment is due. Property taxes, state appropriations, and federal awards are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period.

The Library reports the following major Governmental Fund:

General Fund – This fund is used to account for all activities of the general government for which a separate fund has not been established.

Fund balances for governmental funds are reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.



**THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY**  
**Notes to Financial Statements**  
**For the Year Ended September 30, 2015**

**Note 1 – Nature of Organization and Summary of Significant Accounting Policies (continued)**

**Fund Financial Statements**

Government fund balance is classified as nonspendable, restricted, committed, assigned or unassigned. The following are descriptions of fund classifications used by the Library:

*Nonspendable fund balance* includes amounts that cannot be spent. This includes amounts that are either not in a spendable form (inventories, prepaid amounts, long-term portion of loans/notes receivables, or property held for resale unless the proceeds from the collection of those receivables or the sale of those properties are restricted, committed or assigned) or amounts that are legally or contractually required from to be maintained intact, such as a principal balance of a permanent fund.

*Restricted fund balance* includes amounts that have constraints placed upon the use of the resources either by an external party or imposed by law through a constitutional provision or enabling legislation.

*Unassigned fund balance* is the residual classification for the General Fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed or assigned to specific purposes within the General Fund. The General Fund should be the only fund that reports a positive unassigned fund balance amount. In other governmental funds if expenditures incurred for specific purposes exceeded the amounts restricted, committed or assigned to those purposes, it may be necessary to report a negative unassigned fund balance.

When an expenditure is incurred for purposes for which both restricted and unrestricted (committed, assigned or unassigned) resources are available, it is the Library's general policy to use restricted resources first. When expenditures are incurred for purposes for which unrestricted (committed, assigned or unassigned) resources are available, and amounts in any of these unrestricted classifications could be used, it is the Library's general policy to spend committed resources first, followed by assigned amounts, and then unassigned amounts.

**Financial Statement Amounts**

**Bank Deposits and Investments** – The Library has defined cash and cash equivalents to include cash on hand, demand deposits, and short-term investments with a maturity of three months or less when acquired.

**Property Taxes Receivable** – Property taxes receivable represents property taxes already levied and collected by members of the joint venture, or to be collected and remitted within 60 days after the balance sheet date.

**Capital Assets** – Capital assets are defined by the Library as assets with an initial cost of more than \$500 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost. Donated assets are recorded at estimated fair market value at the date of donation. Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Depreciation on all assets is provided on the straight-line basis, which approximates these methods used under generally accepted accounting principles, over the following estimated useful lives:

|                             |          |
|-----------------------------|----------|
| Furniture and equipment     | 5 years  |
| Library books and materials | 5 years  |
| Leasehold Improvements      | 10 years |

**THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY**  
**Notes to Financial Statements**  
**For the Year Ended September 30, 2015**

**Note 1 – Nature of Organization and Summary of Significant Accounting Policies (continued)**

**Fund Financial Amounts (continued)**

**Compensated Absences (Vacation and Sick Leave)** – It is the Library’s policy to permit employees to accumulate earned but unused sick and vacation pay benefits. There is no liability for unpaid accumulated sick leave since the Library does not have a policy to pay any amounts when employees separate from service with the Library. All vacation

pay is accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in the governmental fund - General Fund.

**Fund Equity** – In the fund financial statements, governmental funds report reservations of fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. These amounts include fund balance designated for unemployment insurance by the board. Designation of fund balance represents tentative management plans that are subject to change.

**Use of Estimates** – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**Change in Accounting Principles** -The Library adopted GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*, an amendment of GASB Statement No. 27 (GASB 68), which revises and establishes new financial reporting requirements for governments that provide their employees with pension benefits. The Library provides its employees with pension benefits through the Public Employees’ Retirement System of Mississippi (PERS), a multiple-employer cost-sharing defined benefit retirement program administered by PERS. GASB 68 requires employers participating in benefit multiple-employer cost-sharing plans, such as PERS, to record their proportionate share, as defined in GASB 68, of PERS’s unfunded pension liability. The Library has no legal obligation to fund this shortfall nor does it have any ability to affect funding, benefit, or annual required contribution decisions made by PERS. The cumulative effect of adopting GASB 68 resulted in a \$(1,474,313) restatement of net position as of October 1, 2014, which decreased previously reported net position. Information regarding PERS’ current funding status can be found in their Comprehensive Annual Financial Report. Information related to beginning balances for fiscal year 2014 was not available thus the effects of GASB 68 including the related pension liability were not reported on the balance sheet or statements of revenues, expenses and changes in net position for that year.

**Note 2 – Prior Period Adjustment**

Significant adjustments were made to beginning net position as described below:

|                           |                      |
|---------------------------|----------------------|
| Statement of Activities:  |                      |
| Implementation of GASB 68 | <u>\$(1,474,313)</u> |

**Note 3 – Deposits and Investments**

In accordance with state statutes, the Library maintains deposits within approved limits at those depositories authorized by the board of trustees. State statutes require that all of the Library’s deposits be protected by insurance or collateral. The market value of the collateral pledged must equal 105 percent of the deposits not covered by insurance. The Library’s deposits were fully collateralized as of September 30, 2015.



**THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY**  
**Notes to Financial Statements**  
**For the Year Ended September 30, 2015**

**Note 4 – General Fixed Assets**

A summary of changes in general fixed assets is as follows:

|                             | Balance<br>Beginning of<br>Year | Additions          | Deletions   | Balance End of<br>Year |
|-----------------------------|---------------------------------|--------------------|-------------|------------------------|
| Furniture and equipment     | \$ 1,072,603                    | \$ 12,189          | \$ (18,710) | \$ 1,066,082           |
| Library books and materials | 4,236,497                       | 281,355            | -           | 4,517,852              |
| Leasehold Improvements      | 947,393                         | -                  | -           | 947,393                |
| Total                       | 6,256,493                       | 293,544            | (18,710)    | 6,531,327              |
| Accumulated depreciation    | (5,329,235)                     | (375,519)          | 18,710      | (5,686,044)            |
| Net book value              | <u>\$ 927,258</u>               | <u>\$ (81,975)</u> | <u>\$ -</u> | <u>\$ 845,283</u>      |

**Note 5– Long-term debt**

**Outstanding Debt**

A summary of the debt outstanding of the Library at September 30, 2015, is as follows:

|                             | Beginning<br>Balance | Additions       | Reductions  | Ending<br>Balance |
|-----------------------------|----------------------|-----------------|-------------|-------------------|
| Other long-term liabilities |                      |                 |             |                   |
| Compensated absences        | <u>\$ 61,892</u>     | <u>\$ 1,978</u> | <u>\$ -</u> | <u>\$ 63,870</u>  |

The compensated absences represent the estimated liability to be paid to employees under the Library's vacation pay policy. Under the Library's policy, employees earn vacation time based on time of service with the Library.

**Note 6 – Pension Plan Obligations**

**General Information about the Pension Plan**

**Plan Description**

The Library is a member of the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing multiple employer defined benefit pension plan as defined in GASB Statement Number 68, Accounting and Financial Reporting for Pensions. Membership in PERS is a condition of employment and is granted upon hiring for qualifying employees of the Library. Code Section 25-11-15, Mississippi Code Ann. (1972) grants the authority for general administration and proper operation of PERS to the PERS Board of Trustees (PERS Board). PERS issues a publicly available Comprehensive Annual Financial Report that can be obtained at [www.pers.ms.gov](http://www.pers.ms.gov).

**THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY**  
**Notes to Financial Statements**  
**For the Year Ended September 30, 2015**

**Note 6 – Pension Plan Obligations (continued)**

**Benefits Provided**

For the cost-sharing plan, participating members who are vested and retire at or after age 60 or those who retire regardless of age with at least 30 years of creditable service (25 years of creditable service for employees who became members of PERS before July 1, 2011) are entitled upon application, to annual retirement allowance payable monthly for life in an amount equal to 2.00% of their average compensation for each year of creditable service up to and including 30 years (25 years for those who became members of PERS before July 1, 2011), plus 2.50% for each additional year of creditable service with an actuarial reduction in the benefit for each year of creditable service below 30 years or the number of years in age that the member is below 65, whichever is less. Average compensation is the average of the employee's earnings during the four highest compensated years of creditable service. A member may elect a reduced retirement allowance payable for life with the provision that, after death, a beneficiary receives benefits for life or for a specified number of years. Benefits vest upon completion of eight years of membership service (four years of membership service for those who became members of PERS before July 1, 2007). PERS also provides certain death and disability benefits. In the event of death prior to retirement allowance, the deceased member's accumulated contributions and interest are paid to the designated beneficiary. Benefit provisions are established by Section 25-11-1 et seq., Mississippi Code Ann. (1972) and may be amended only by the State Legislature.

A Cost of Living Adjustment (COLA) payment is made to eligible retirees and beneficiaries. The COLA is equal to 3.00% of the annual retirement allowance for each full fiscal year of retirement up to the year in which the retired member reaches age 60 (55 for those who became members of PERS before July 1, 2011), with 3.00% compounded for each fiscal year thereafter.

**Contributions**

Per Chapter 11 of Title 25, Mississippi Code Ann. (1972), contribution requirements of plan members and their employers are established and may be amended only by the PERS Board. The adequacy of the rates is assessed annually by actuarial valuation. For the years ended September 30, 2015, member employees were required to contribute 9.00 percent of their annual pay, while the Library's required contribution rate was 15.75 percent of annual covered payroll. The Library's employer contributions to PERS for the year ended September 30, 2015 were \$108,264 (employer share). The contributions for the year met the required contributions.

**Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions**

At September 30, 2015, The Library reported a liability of \$1,700,383 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2015 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The Library's proportion of the net pension liability was based on employer contributions to PERS for the plan's fiscal year ended June 30, 2015, relative to the total employer contributions of participating employers to PERS. At June 30, 2015, the Library's proportion was .011% which was the same % from its proportion measured as of June 30, 2014. Information related to beginning balances for fiscal year 2014 was not available thus the effects of GASB 68 including the related pension liability were not reported on the balance sheet or statements of revenues, expenses and changes in net position for that year.



**THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY**  
**Notes to Financial Statements**  
**For the Year Ended September 30, 2015**

**Note 6 – Pension Plan Obligations (continued)**

**Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)**

For the year ended September 30, 2015, The Library, recognized pension expense of \$152,911. At September 30, 2015, The Library reported deferred outflows or resources and deferred inflows of resources related to pensions from the following sources:

|                                                                                  | Deferred<br>Outflows of<br>Resources | Deferred<br>Inflows of<br>Resources |
|----------------------------------------------------------------------------------|--------------------------------------|-------------------------------------|
| Difference between expected and actual experience                                | \$ 26,168                            | \$ -                                |
| Changes of assumptions or other inputs                                           | 146,482                              | -                                   |
| Net difference between projected and actual earnings on pension plan investments | -                                    | 99,491                              |
| Contributions subsequent to the measurement date                                 | 26,910                               | -                                   |
|                                                                                  | <u>\$ 199,560</u>                    | <u>\$ 99,491</u>                    |

At September 30, 2015, The Library reported \$199,560 as deferred outflows of resources related to pensions resulting from employer contributions subsequent to the measurement date that will be recognized as a reduction of the net pension liability in the year ending September 30, 2016. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

| Year Ending September 30 | Amount            |
|--------------------------|-------------------|
| 2016                     | \$ 63,474         |
| 2017                     | 63,474            |
| 2018                     | 45,702            |
|                          | <u>\$ 172,650</u> |

**THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY**  
**Notes to Financial Statements**  
**For the Year Ended September 30, 2015**

**Note 6 – Pension Plan Obligations (continued)**

**Actuarial Assumptions**

The total pension liability in the September 30, 2015, actuarial valuation was determined using the following actuarial assumptions and other inputs:

|                           |                                                                                |
|---------------------------|--------------------------------------------------------------------------------|
| Inflation                 | 3.00%                                                                          |
| Salary increases          | 3.75%-19.00%, average, including inflation                                     |
| Investment rate of return | 7.75%, net of position of pension plan investment expense, including inflation |

Mortality rates were based on the RP-2000 Combined Mortality Table Projected with Scale AA to 2025, set forward two years for males.

The actuarial assumptions used in the September 30, 2015, valuation were based on the results of an actuarial experience study for the period July 1, 2010 through June 30, 2014. The experience report is dated May 4, 2015.

The long-term expected rate of return on pension plan investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected nominal returns, net of pension plan investment expense and the assumed rate of inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The target allocation and best estimates of arithmetic real rates of return for each major asset class as of September 30, 2015, are summarized in the following table:

| <u>Asset Class</u>      | <u>Allocation<br/>Percentage</u> | <u>Expected Real<br/>Rate of Return</u> |
|-------------------------|----------------------------------|-----------------------------------------|
| U. S. Broad             | 34.00 %                          | 5.20 %                                  |
| International equity    | 19.00                            | 5.00                                    |
| Emerging markets equity | 8.00                             | 5.45                                    |
| Fixed income            | 20.00                            | .25                                     |
| Real assets             | 10.00                            | 4.00                                    |
| Private equity          | 8.00                             | 6.15                                    |
| Cash                    | 1.00                             | (.50)                                   |
|                         | <u>100.00 %</u>                  |                                         |



**THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY**  
**Notes to Financial Statements**  
**For the Year Ended September 30, 2015**

**Note 6 – Pension Plan Obligations (continued)**

**Discount Rate**

The discount rate used to measure the total pension liability was 7.75%. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate (9.00%) and that participating employer contributions will be made at the current employer contribution rate (15.75%). Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

**Sensitivity of The Library's proportionate share of the net pension liability to changes in the discount rate**

The Library's proportionate share of the net pension liability has been calculated using a discount rate of 7.75%. The following presents The Library's proportionate share of the net pension liability calculated using a discount rate 1% higher and 1% lower than the current rate.

|                                                  | 1%<br>Decrease<br>(6.75%) | Current<br>Discount<br>Rate (7.75%) | 1% Increase<br>(8.75%) |
|--------------------------------------------------|---------------------------|-------------------------------------|------------------------|
| Proportionate share of the net pension liability | \$ 2,241,261              | \$1,700,383                         | \$ 1,251,556           |

**Pension Plan Fiduciary Net Position**

Detailed information about the pension's fiduciary net position is available in the separately issued comprehensive annual financial report which can be obtained at [www.pers.ms.gov](http://www.pers.ms.gov).

**Payable to the Pension Plan**

At September 30, 2015, The Library has no amounts payable for outstanding contributions to the pension plan required for the year ended September 30, 2015.

**Note 7 – Risk Management**

The Library is exposed to various risks of loss from torts; theft of, damage to, and destruction of assets; business interruption; errors and omissions; employee injuries and illnesses; and natural disasters. Commercial insurance coverage is purchased for claims arising from such matters. Settled claims have not exceeded this commercial coverage in any of the three preceding years.

The Library is exposed to risk of loss related to unemployment benefits paid to its employees. The Library pays premiums to a public entity risk pool (Mississippi Employment Security Commission Trust Fund) for future unemployment claims. The participation agreement provides that the pool will be self-sustaining through member premiums, and the risk of loss is shared among participating members. The Library's contribution rate to the pool has been set at the lowest rate during the last three years due to their low unemployment rate. Settled claims have not exceeded required contributions in any of the three preceding years.

**THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY**  
**Notes to Financial Statements**  
**For the Year Ended September 30, 2015**

**Note 8 – Grants Received from Mississippi Library Commission**

The following grants were received from the Mississippi Library Commission and included in intergovernmental revenue for the year ended September 30, 2015:

| <u>Program</u>           | <u>Contract Number</u> | <u>Amount</u>     |
|--------------------------|------------------------|-------------------|
| Focused Technology       | FFT 15-242-43-0        | \$ 3,000          |
| Focused Technology       | FFT 15-245-43-0        | 3,000             |
| Professional Development | FPD 15-242-43-1        | 3,000             |
| Total Federal            |                        | <u>9,000</u>      |
| Life Insurance           | SL 15-361-43-0         | 684               |
| Life Insurance           | SL 16-361-43-0         | 143               |
| Health Insurance         | SH 15-360-43-0         | 60,520            |
| Health Insurance         | SH 16-360-43-0         | 12,104            |
| Personnel Incentive      | SP 15-362-43-0         | 87,877            |
| Personnel Incentive      | SP-16-362-43-0         | 29,032            |
| Total State              |                        | <u>190,360</u>    |
| Grand Total              |                        | <u>\$ 199,360</u> |

**Note 9 – Subsequent Events**

Events that occur after the Statements of Net Position date but before the financial statements are available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the Statements of Net Position date are recognized in the accompanying financial statements. Subsequent events which provide evidence about conditions that existed after the Statements of Net Position date require disclosure in the accompanying notes. Management of The Library evaluated the activity through March 22, 2016, and determined that no subsequent events require disclosure in the notes to the financial statements.



## **REQUIRED SUPPLEMENTARY INFORMATION**

**THE LIBRARY OF HATTIESBURG, PETAL AND FORREST COUNTY**  
**Budgetary Comparison Schedule – General Fund**  
**For the Year Ended September 30, 2015**

|                                             | Originally<br>Adopted<br>Budget | Final<br>Amended<br>Budget | Actual<br>Balances  | Variance<br>Favorable<br>(Unfavorable) |
|---------------------------------------------|---------------------------------|----------------------------|---------------------|----------------------------------------|
| <b>Revenue</b>                              |                                 |                            |                     |                                        |
| Property taxes                              | \$ 1,678,650                    | \$ 1,678,650               | \$ 1,637,834        | \$ (40,816)                            |
| Intergovernmental                           | 204,045                         | 204,045                    | 202,177             | (1,868)                                |
| Interest on investments                     | 4,700                           | 4,700                      | 6,033               | 1,333                                  |
| Contributions and donations                 | -                               | -                          | 4,267               | 4,267                                  |
| Library fines and fees                      | 61,300                          | 61,300                     | 68,893              | 7,593                                  |
| Other miscellaneous                         | 1,909                           | 1,909                      | 793                 | (1,116)                                |
| Total Revenue                               | <u>1,950,604</u>                | <u>1,950,604</u>           | <u>1,919,997</u>    | <u>(30,607)</u>                        |
| <b>Expenditures</b>                         |                                 |                            |                     |                                        |
| Salaries and fringe benefits                | 1,112,805                       | 1,112,805                  | 1,009,338           | 103,467                                |
| Supplies                                    | 66,619                          | 66,619                     | 43,967              | 22,652                                 |
| Library books and materials                 | 300,000                         | 300,000                    | 283,256             | 16,744                                 |
| Professional and contractual services       | 23,725                          | 23,725                     | 15,055              | 8,670                                  |
| Conferences, workshops, and travel          | 9,500                           | 9,500                      | 9,482               | 18                                     |
| Insurance and bonds                         | 49,550                          | 49,550                     | 44,259              | 5,291                                  |
| Utilities                                   | 167,360                         | 167,360                    | 147,699             | 19,661                                 |
| Repair and maintenance                      | 211,510                         | 211,510                    | 208,928             | 2,582                                  |
| Capital outlay                              | 9,535                           | 9,535                      | -                   | 9,535                                  |
| Total Expenditures                          | <u>1,950,604</u>                | <u>1,950,604</u>           | <u>1,761,984</u>    | <u>188,620</u>                         |
| Excess of Revenue Over (Under) Expenditures | -                               | -                          | 158,013             | 158,013                                |
| Fund Balance - Beginning of year            | <u>1,920,601</u>                | <u>1,920,601</u>           | <u>2,893,693</u>    | <u>973,092</u>                         |
| Fund Balance - End of year                  | <u>\$ 1,920,601</u>             | <u>\$ 1,920,601</u>        | <u>\$ 3,051,706</u> | <u>\$ 1,131,105</u>                    |

See accompanying notes and accounts' report.

**THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY**  
**Notes to the Required Supplementary Information**  
**For the Year Ended September 30, 2015**

Notes to the Required Supplementary Information

A. Budgetary Information.

The Library's budget is prepared principally on the cash basis of accounting. All appropriations lapse at year end, and there are no encumbrances to budget because state law does not require that funds be available when goods or services are ordered, only when payment is made.

B. Basis of Presentation.

The Budgetary Comparison Schedule – Budget and Actual (Non-GAAP Basis) presents the original legally adopted budget, the final legally adopted budget, actual amounts on a budgetary (Non-GAAP) basis, and variances between the final budget and the actual amounts. The schedule is presented for the General Fund.

C. Budget/GAAP Reconciliation.

The major differences between the budgetary basis and the GAAP basis are:

1. Revenues are recorded when received in cash (budgetary) as opposed to when susceptible to accrual (GAAP).
2. Expenditures are recorded when paid in cash (budgetary) as opposed to when susceptible to accrual (GAAP).

The following schedule reconciles the budgetary basis schedules to the GAAP basis financial statements for the General Fund:

|                                          | <u>Governmental<br/>General Fund</u> |
|------------------------------------------|--------------------------------------|
| Budget (Cash Basis)                      | \$ 158,013                           |
| Increase (Decrease)                      |                                      |
| Net adjustments for revenue accrual      | (520)                                |
| Net adjustments for expenditure accruals | <u>22,010</u>                        |
| GAAP Basis                               | <u><u>\$ 179,503</u></u>             |



**THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY**  
**Schedule of the Library's Proportionate**  
**Share of the Net Pension Liability**  
**For the Years Ended September 30, 2015 and 2014**

|                                                                                                                     | 2015         | 2014         |
|---------------------------------------------------------------------------------------------------------------------|--------------|--------------|
| Employer's proportion of the net pension liability (asset)                                                          | .011%        | .011%        |
| Employer's proportionate share of the net pension liability (asset)                                                 | \$ 1,700,383 | \$ 1,335,199 |
| Employer's covered-employee payroll                                                                                 | 687,392      | 687,232      |
| Employer's proportionate share of the net pension liability (asset) as a percentage of its covered-employee payroll | 2.47%        | 1.94%        |
| Plan fiduciary net position as a percentage of the total pension liability                                          | 61.70%       | 67.21%       |

Information above is presented as of the measurement date

Information is not currently available for prior years; additional years will be displayed as they become available.

|                                                           | 2015      | 2014      |
|-----------------------------------------------------------|-----------|-----------|
| Contributions in relation to the contractually required   | (108,264) | (108,239) |
| Contribution deficiency (excess)                          | \$ -      | \$ -      |
| Employer's covered-employee payroll                       | 687,392   | 687,232   |
| Contributions as a percentage of covered-employee payroll | 15.75%    | 15.75%    |

Information above is presented as of the Employer's fiscal year

Information is not currently available for prior years; additional years will be displayed as they become available.



## **SPECIAL REPORTS**

## **HERZOG CPA COMPANY, PLLC**

**Angela T. Herzog, CPA**

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**INDEPENDENT AUDITORS' REPORT  
ON INTERNAL CONTROL OVER FINANCIAL REPORTING  
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN  
AUDIT OF THE FINANCIAL STATEMENTS  
PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

March 22, 2016

Members of the Library Board  
The Library of Hattiesburg, Petal, and Forrest County  
Hattiesburg, Mississippi

### **Independent Auditors' Report**

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of The Library of Hattiesburg, Petal, and Forrest County as of and for the year ended September 30, 2015, and the related notes to the financial statements, which collectively comprise The Library of Hattiesburg, Petal and Forrest County's basic financial Statements, and have issued our report thereon dated March 22, 2016.

### **Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered The Library of Hattiesburg, Petal, and Forrest County's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of The Library of Hattiesburg, Petal, and Forrest County's internal control. Accordingly, we do not express an opinion on the effectiveness of The Library of Hattiesburg, Petal, and Forrest County's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.



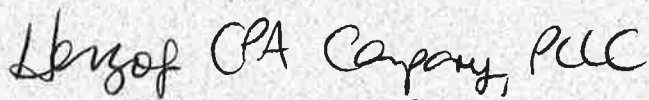
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

#### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether The Library's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

#### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

  
HERZOG CPA COMPANY, PLLC



# City of Hattiesburg, MS

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

## Master

**File Number: 2016-2564**

**File ID:** 2016-2564

**Type:** Regular Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 03/29/2016

**Brief Title:** Authorize Mayor to renew maintenance agreement between the City of Hattiesburg and Kronos Incorporated for software support services, equipment support services, and educational services.

**Final Action:**

**Minute Book Number:** MB2016-93

**Title:**

Authorize Mayor to renew maintenance agreement between the City of Hattiesburg and Kronos Incorporated for software support services, equipment support services, and educational services on time clocks and time-keeping software for the period of May 27, 2016 - June 15, 2017 for a total of \$33,425.62.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 04-05-Kronos Maintenance, executed 04-05-Kronos Maintenance

**Enactment Number:**

**Contact:**

**Meeting Date:** 04/05/2016

**Drafter:**

**Effective Date:**

### History of Legislative File

| Ver-<br>sion: | Acting Body: | Date:      | Action: | Sent To: | Due Date: | Return<br>Date: | Result: |
|---------------|--------------|------------|---------|----------|-----------|-----------------|---------|
| 1             |              | 04/05/2016 |         |          |           |                 |         |
| 1             | City Council | 04/05/2016 |         |          |           |                 |         |

### Text of Legislative File 2016-2564

**Title**

Authorize Mayor to renew maintenance agreement between the City of Hattiesburg and Kronos Incorporated for software support services, equipment support services, and educational services on time clocks and time-keeping software for the period of May 27, 2016 - June 15, 2017 for a total of \$33,425.62.

### **Summary**

Authorize Mayor to renew maintenance agreement between the City of Hattiesburg and Kronos Incorporated for software support services, equipment support services, and educational services

### **Budget Information**

001091.6365



Kronos Incorporated  
297 Billerica Road  
Chelmsford, MA 01824

22-FEB-2016  
ANGIE SANFORD  
CITY OF HATTIESBURG  
Solution ID: 6110151

**Subject: Kronos Support Services Quote for CITY OF HATTIESBURG**  
**Contract #: 1191274 R16-FEB-16**

Dear ANGIE,

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

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

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

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

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

Thank you for your business.

Regards,

**Lesa Smith**  
Contract Administrator

tel: 615-289-5842  
fax: 877-309-7418  
email: [Lesa.Smith@kronos.com](mailto:Lesa.Smith@kronos.com)



# Support Services Quote

Page 1 of 4

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

**Quote Type:** Renewal  
**Customer:** CITY OF HATTIESBURG  
**Solution ID:** 6110151  
**Contract #:** 1191274 R16-FEB-16  
**Date:** 22-FEB-2016  
**Prepared by:** Lesa Smith / US Southeast2

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

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

**Contact:** ANGIE SANFORD  
**Email:** ASANFORD@HATTIESBURGMS.COM

## CONTRACT SUMMARY

**Contract Period:** 27-MAY-2016 - 15-JUN-2017

| Description                | Support Services   | Estimated Tax | Subtotal           |
|----------------------------|--------------------|---------------|--------------------|
| Software Support Services  | \$17,918.56        | \$0.00        | \$17,918.56        |
| Equipment Support Services | \$13,407.06        | \$0.00        | \$13,407.06        |
| Educational Services       | \$2,100.00         | \$0.00        | \$2,100.00         |
| <b>Total</b>               | <b>\$33,425.62</b> | <b>\$0.00</b> | <b>\$33,425.62</b> |

**Annualized Contract Value:** \$33,381.36

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

## IMPORTANT NOTES

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

**CITY OF HATTIESBURG ACCOUNTING DEPT**

**KRONOS INCORPORATED**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

**Quote Type:** Renewal  
**Customer:** CITY OF HATTIESBURG  
**Solution ID:** 6110151  
**Contract #:** 1191274 R16-FEB-16  
**Date:**  
**Prepared by:** Lesa Smith / US Southeast2

## CONTRACT SUMMARY BY LOCATION

| Line | Bill To Location                                                                      | Ship To Location                                                                                    | Software Support Services | Equipment Support Services | Educational Services | Estimated Tax | Location Subtotal |
|------|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|---------------------------|----------------------------|----------------------|---------------|-------------------|
| 1    | CITY OF HATTIESBURG<br>ACCOUNTING DEPT<br>PO BOX 1898<br>HATTIESBURG MS<br>39403-1898 | CITY OF HATTIESBURG<br>200 FORREST ST<br>HATTIESBURG MS 39401                                       | \$17,918.56               | \$13,002.06                | \$2,100.00           | \$0.00        | \$33,020.62       |
| 2    | CITY OF HATTIESBURG<br>ACCOUNTING DEPT<br>PO BOX 1898<br>HATTIESBURG MS<br>39403-1898 | CITY OF HATTIESBURG;<br>BOBBY L CHAIN<br>MUNICIPAL AIRPORT<br>47 ACADEMY DR<br>HATTIESBURG MS 39401 | \$0.00                    | \$405.00                   | \$0.00               | \$0.00        | \$405.00          |



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

**Quote Type:** Renewal  
**Customer:** CITY OF HATTIESBURG  
**Solution ID:** 6110151  
**Contract #:** 1191274 R16-FEB-16  
**Date:**  
**Prepared by:** Lesa Smith / US Southeast2

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

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

**Contact:** ANGIE SANFORD  
**Email:** ASANFORD@HATTIESBURGMS.COM

## SOFTWARE SUPPORT SERVICES

| Line | Support Service Level | Covered Product                  | License Count | Start Date  | End Date    | Duration (days) |
|------|-----------------------|----------------------------------|---------------|-------------|-------------|-----------------|
| 1    | Gold                  | WORKFORCE ABSENCE MANAGER V6     | 800           | 16-JUN-2016 | 15-JUN-2017 | 365             |
| 2    | Gold                  | WORKFORCE EMPLOYEE V6            | 800           | 16-JUN-2016 | 15-JUN-2017 | 365             |
| 3    | Gold                  | WORKFORCE INTEGRATION MANAGER V6 | 800           | 16-JUN-2016 | 15-JUN-2017 | 365             |
| 4    | Gold                  | WORKFORCE MANAGER V6             | 80            | 16-JUN-2016 | 15-JUN-2017 | 365             |
| 5    | Gold                  | WORKFORCE TIMEKEEPER V6          | 800           | 16-JUN-2016 | 15-JUN-2017 | 365             |

| Support Services          | Estimated Tax | Subtotal    |
|---------------------------|---------------|-------------|
| Software Support Services | \$17,918.56   | \$0.00      |
|                           |               | \$17,918.56 |

## EQUIPMENT SUPPORT SERVICES

| Line | Support Service Level | Covered Product          | Quantity | Start Date  | End Date    | Duration (days) |
|------|-----------------------|--------------------------|----------|-------------|-------------|-----------------|
| 1    | Depot Exchange        | Data Collection: InTouch | 2        | 27-MAY-2016 | 15-JUN-2017 | 385             |
| 2    | Depot Exchange        | Options: InTouch         | 2        | 27-MAY-2016 | 15-JUN-2017 | 385             |
| 3    | Depot Exchange        | Data Collection: InTouch | 30       | 16-JUN-2016 | 15-JUN-2017 | 365             |
| 4    | Depot Exchange        | Options: InTouch         | 30       | 16-JUN-2016 | 15-JUN-2017 | 365             |

| Support Services           | Estimated Tax | Subtotal    |
|----------------------------|---------------|-------------|
| Equipment Support Services | \$13,002.06   | \$0.00      |
|                            |               | \$13,002.06 |

## EDUCATIONAL SERVICES

| Line | Support Service Level    | Covered Product | License Count | Start Date  | End Date    | Duration (days) |
|------|--------------------------|-----------------|---------------|-------------|-------------|-----------------|
| 1    | Ed Services Subscription | KNOWLEDGE PASS  |               | 16-JUN-2016 | 15-JUN-2017 | 365             |

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



## Support Services Quote

Page 4 of 4

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

**Quote Type:** Renewal  
**Customer:** CITY OF HATTIESBURG  
**Solution ID:** 6110151  
**Contract #:** 1191274 R16-FEB-16  
**Date:**  
**Prepared by:** Lesa Smith / US Southeast2

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

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

**Contact:** ANGIE SANFORD  
**Email:** ASANFORD@HATTIESBURGMS.COM

### EQUIPMENT SUPPORT SERVICES

| Line | Support Service Level | Covered Product          | Quantity | Start Date  | End Date    | Duration (days) |
|------|-----------------------|--------------------------|----------|-------------|-------------|-----------------|
| 1    | Depot Exchange        | Data Collection: InTouch | 1        | 16-JUN-2016 | 15-JUN-2017 | 365             |
| 2    | Depot Exchange        | Options: InTouch         | 1        | 16-JUN-2016 | 15-JUN-2017 | 365             |

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



Kronos Incorporated  
297 Billerica Road  
Chelmsford, MA 01824

22-FEB-2016  
ANGIE SANFORD  
CITY OF HATTIESBURG  
Solution ID: 6110151

**Subject: Kronos Support Services Quote for CITY OF HATTIESBURG**  
**Contract #: 1191274 R16-FEB-16**

Dear ANGIE,

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

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

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

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

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

Thank you for your business.

Regards,

**Lesa Smith**  
Contract Administrator

tel: 615-289-5842  
fax: 877-309-7418  
email: [Lesa.Smith@kronos.com](mailto:Lesa.Smith@kronos.com)



# Support Services Quote

Page 1 of 4

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

**Quote Type:** Renewal  
**Customer:** CITY OF HATTIESBURG  
**Solution ID:** 6110151  
**Contract #:** 1191274 R16-FEB-16  
**Date:** 22-FEB-2016  
**Prepared by:** Lesa Smith / US Southeast2

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

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

**Contact:** ANGIE SANFORD  
**Email:** ASANFORD@HATTIESBURGMS.COM

## CONTRACT SUMMARY

**Contract Period:** 27-MAY-2016 - 15-JUN-2017

| Description                | Support Services | Estimated Tax | Subtotal    |
|----------------------------|------------------|---------------|-------------|
| Software Support Services  | \$17,918.56      | \$0.00        | \$17,918.56 |
| Equipment Support Services | \$13,407.06      | \$0.00        | \$13,407.06 |
| Educational Services       | \$2,100.00       | \$0.00        | \$2,100.00  |
| Total                      | \$33,425.62      | \$0.00        | \$33,425.62 |

**Annualized Contract Value:** \$33,381.36

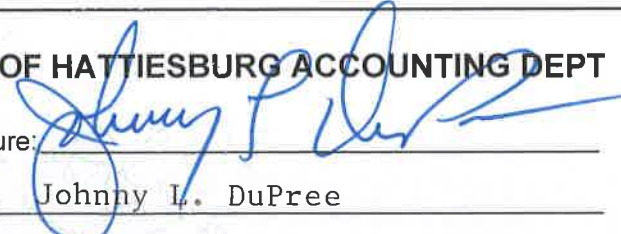
The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

## IMPORTANT NOTES

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

**CITY OF HATTIESBURG ACCOUNTING DEPT**

**KRONOS INCORPORATED**

Signature: 

Signature: \_\_\_\_\_

Name: Johnny L. DuPree

Name: \_\_\_\_\_

Title: Mayor

Title: \_\_\_\_\_

Date: 4-5-16

Date: \_\_\_\_\_



# Support Services Quote

Page 2 of 4

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

**Quote Type:** Renewal  
**Customer:** CITY OF HATTIESBURG  
**Solution ID:** 6110151  
**Contract #:** 1191274 R16-FEB-16  
**Date:**  
**Prepared by:** Lesa Smith / US Southeast2

## CONTRACT SUMMARY BY LOCATION

| Line | Bill To Location                                                                      | Ship To Location                                                                                    | Software Support Services | Equipment Support Services | Educational Services | Estimated Tax | Location Subtotal |
|------|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|---------------------------|----------------------------|----------------------|---------------|-------------------|
| 1    | CITY OF HATTIESBURG<br>ACCOUNTING DEPT<br>PO BOX 1898<br>HATTIESBURG MS<br>39403-1898 | CITY OF HATTIESBURG<br>200 FORREST ST<br>HATTIESBURG MS 39401                                       | \$17,918.56               | \$13,002.06                | \$2,100.00           | \$0.00        | \$33,020.62       |
| 2    | CITY OF HATTIESBURG<br>ACCOUNTING DEPT<br>PO BOX 1898<br>HATTIESBURG MS<br>39403-1898 | CITY OF HATTIESBURG;<br>BOBBY L CHAIN<br>MUNICIPAL AIRPORT<br>47 ACADEMY DR<br>HATTIESBURG MS 39401 | \$0.00                    | \$405.00                   | \$0.00               | \$0.00        | \$405.00          |



# Support Services Quote

Page 3 of 4

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

**Quote Type:** Renewal  
**Customer:** CITY OF HATTIESBURG  
**Solution ID:** 6110151  
**Contract #:** 1191274 R16-FEB-16  
**Date:**  
**Prepared by:** Lesa Smith / US Southeast2

**Bill To:** CITY OF HATTIESBURG ACCOUNTING DEPT  
PO BOX 1898  
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UNITED STATES

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

**Contact:** ANGIE SANFORD  
**Email:** ASANFORD@HATTIESBURGMS.COM

## SOFTWARE SUPPORT SERVICES

| Line | Support Service Level | Covered Product                  | License Count | Start Date  | End Date    | Duration (days) |
|------|-----------------------|----------------------------------|---------------|-------------|-------------|-----------------|
| 1    | Gold                  | WORKFORCE ABSENCE MANAGER V6     | 800           | 16-JUN-2016 | 15-JUN-2017 | 365             |
| 2    | Gold                  | WORKFORCE EMPLOYEE V6            | 800           | 16-JUN-2016 | 15-JUN-2017 | 365             |
| 3    | Gold                  | WORKFORCE INTEGRATION MANAGER V6 | 800           | 16-JUN-2016 | 15-JUN-2017 | 365             |
| 4    | Gold                  | WORKFORCE MANAGER V6             | 80            | 16-JUN-2016 | 15-JUN-2017 | 365             |
| 5    | Gold                  | WORKFORCE TIMEKEEPER V6          | 800           | 16-JUN-2016 | 15-JUN-2017 | 365             |

|                           | Support Services | Estimated Tax | Subtotal    |
|---------------------------|------------------|---------------|-------------|
| Software Support Services | \$17,918.56      | \$0.00        | \$17,918.56 |

## EQUIPMENT SUPPORT SERVICES

| Line | Support Service Level | Covered Product          | Quantity | Start Date  | End Date    | Duration (days) |
|------|-----------------------|--------------------------|----------|-------------|-------------|-----------------|
| 1    | Depot Exchange        | Data Collection: InTouch | 2        | 27-MAY-2016 | 15-JUN-2017 | 385             |
| 2    | Depot Exchange        | Options: InTouch         | 2        | 27-MAY-2016 | 15-JUN-2017 | 385             |
| 3    | Depot Exchange        | Data Collection: InTouch | 30       | 16-JUN-2016 | 15-JUN-2017 | 365             |
| 4    | Depot Exchange        | Options: InTouch         | 30       | 16-JUN-2016 | 15-JUN-2017 | 365             |

|                            | Support Services | Estimated Tax | Subtotal    |
|----------------------------|------------------|---------------|-------------|
| Equipment Support Services | \$13,002.06      | \$0.00        | \$13,002.06 |

## EDUCATIONAL SERVICES

| Line | Support Service Level    | Covered Product | License Count | Start Date  | End Date    | Duration (days) |
|------|--------------------------|-----------------|---------------|-------------|-------------|-----------------|
| 1    | Ed Services Subscription | KNOWLEDGE PASS  |               | 16-JUN-2016 | 15-JUN-2017 | 365             |

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



## Support Services Quote

Page 4 of 4

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

**Quote Type:** Renewal  
**Customer:** CITY OF HATTIESBURG  
**Solution ID:** 6110151  
**Contract #:** 1191274 R16-FEB-16  
**Date:**  
**Prepared by:** Lesa Smith / US Southeast2

**Bill To:** CITY OF HATTIESBURG ACCOUNTING DEPT  
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**Contact:** ANGIE SANFORD  
**Email:** ASANFORD@HATTIESBURGMS.COM

### EQUIPMENT SUPPORT SERVICES

| Line | Support Service Level | Covered Product          | Quantity | Start Date  | End Date    | Duration (days) |
|------|-----------------------|--------------------------|----------|-------------|-------------|-----------------|
| 1    | Depot Exchange        | Data Collection: InTouch | 1        | 16-JUN-2016 | 15-JUN-2017 | 365             |
| 2    | Depot Exchange        | Options: InTouch         | 1        | 16-JUN-2016 | 15-JUN-2017 | 365             |

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



# City of Hattiesburg, MS

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

## Master

**File Number: 2016-2555**

**File ID:** 2016-2555

**Type:** Regular Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 03/23/2016

**Brief Title:** Set Appeal Hearing - 1413 Main Street

**Final Action:**

**Minute Book Number:** MB2016-93

**Title:** Acknowledge receipt of request filed by Mary Morris Sakalairo to appeal the Hattiesburg Historic Conservation Commission's recommendation for the petition filed by Mary Elizabeth Morris Sakalairo, Owner, to to demolish the structures at 1413 Main Street (Parcel 042F-26-153.00, PPIN 12334, Ward 5); (Hattiesburg Historic Conservation Commission recommended to DENY on March 9, 2016); Set a public hearing before City Council on May 2, 2016 at 4:00 p.m.; and authorize publication of Public Notice setting an Appeal Public Hearing.

**Notes:** Appeal of HHCC vote from March 9, 2016, to deny demolition of 1413 Main Street.

### Sponsors:

**Enactment Date:**

**Attachments:** Request to Appeal HHCC Decision\_Sakalairo, Feb 2016 minutes\_HHCC, 1413 Main St - Applicant Documentation and Application, Data sheet\_1413 N Main St, Opposition letters, MDAH letter\_1413 Main St Demo, 1413 Main St - Interior photos, Sakalairo Appeal\_Public Notice 1

**Enactment Number:**

**Contact:**

**Meeting Date:** 04/05/2016

**Drafter:** Ginger Maddox

**Effective Date:**

## History of Legislative File

| Ver-<br>sion: | Acting Body: | Date:      | Action: | Sent To: | Due Date: | Return<br>Date: | Result: |
|---------------|--------------|------------|---------|----------|-----------|-----------------|---------|
| 1             | City Council | 04/05/2016 |         |          |           |                 |         |

## Text of Legislative File 2016-2555

### Title

Acknowledge receipt of request filed by Mary Morris Sakalairo to appeal the Hattiesburg Historic Conservation Commission's recommendation for the petition filed by Mary Elizabeth Morris Sakalairo, Owner, to to demolish the structures at 1413 Main Street (Parcel 042F-26-153.00, PPIN 12334, Ward 5); (Hattiesburg Historic Conservation Commission recommended to DENY on March 9, 2016); Set a public hearing before City Council on May 2, 2016 at 4:00 p.m.; and authorize



publication of Public Notice setting an Appeal Public Hearing.

**Summary**

Set Appeal Hearing - 1413 Main Street

**Publication Information**

Public Notice to set hearing to publish in Hattiesburg American on April 15, 2016 (17 days prior to May 2, 2016 hearing).



Send to:  
Ginger Maddox, Planning Manager  
Dept. of Urban Development  
P.O. Box 1898  
Hattiesburg, MS 39403  
601.554.1031 or fax 601.545.1962

**REQUEST TO APPEAL HISTORIC CONSERVATION COMMISSION  
DECISION**

|                                                                   |                                                                              |
|-------------------------------------------------------------------|------------------------------------------------------------------------------|
| Today's Date:                                                     | 3-15-2016                                                                    |
| Historic Conservation Commission Meeting Date:                    | 3-9-16                                                                       |
| (Appeals must be made within 10 consecutive days of the decision) |                                                                              |
| Name of Property Owner/Petitioner:                                | MARY MORRIS SALGADO                                                          |
| Name of Person Requesting Appeal Hearing:                         | MARY MORRIS SALGADO                                                          |
| Mailing Address of Person Requesting Appeal Hearing:              | 49 TIDEWATER RD HATTIESBURG, MS 39402                                        |
| Address of Petitioned Property:                                   | 1413 NORTHMAN STREET                                                         |
| Petitioner's Request of the Historic Commission:                  | Demolition of Property                                                       |
| Historic Commission's Decision:                                   | Approve <input type="checkbox"/> or Deny <input checked="" type="checkbox"/> |

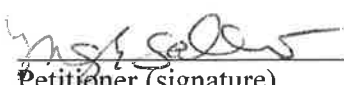
I/We hereby APPEAL the Historic Conservation Commission Decision for the above referenced petition and request to hold a Public Hearing before the Hattiesburg City Council.

**FILED**

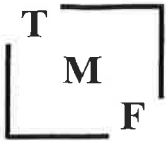
MAR 16 2016

CITY CLERK

DEPUTY CLERK

  
Petitioner (signature)

\_\_\_\_\_  
Petitioner (signature)



The Law Office of  
Timothy M. Farris, P.L.L.C.

6645 Highway 98 West Suite 3  
Hattiesburg, Mississippi 39402

601-296-1082  
601-296-1085 (fax)

March 15, 2016

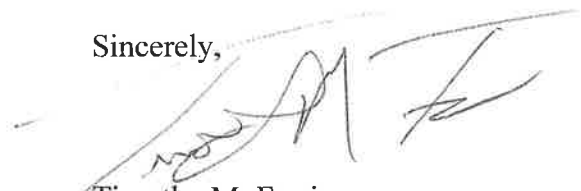
Office of the City Clerk  
200 Forrest St  
Hattiesburg, MS 39401

RE: Letter of Intent by Mary Morris Sakalairos to appeal the denial by Historic Conservation Commission of demolition of the home located at 1413 North Main St

Dear Clerk,

Please let this letter act as my client Mary Morris Sakalairos Letter of Intent to appeal the decision of the Hattiesburg Historic Conservation Commission denying her application for demolition of the home located at 1413 North Main St. I have enclosed her executed request for appeal. If you need any additional documents or information in order to perfect her appeal please contact me immediately.

Sincerely,



Timothy M. Farris



Mary Morris Sakalairos

FILED

MAR 16 2016

CITY CLERK

DEPUTY CLERK



**MINUTES OF THE MEETING OF THE  
HATTIESBURG HISTORIC CONSERVATION COMMISSION**

**Wednesday, March 9, 2016**

The Hattiesburg Historic Conservation Commission met March 9, 2016, at 12:00 p.m. in the Dining Room of the Jackie Dole Sherrill Community Center, 220 W. Front St., Hattiesburg, Mississippi, Sarah Newton presided as Chairman.

**Commissioners present:** Sarah Newton, Chairman  
Newton Fawcett, Vice-Chairman  
Michelle Heidelberg  
Glenn Nees  
Margaret Dwight Shelton  
Mary Halliwell

**Commissioners absent:** Michael Anderson

**Staff present:** Russell Archer, Historic Preservation Planner  
Ginger Maddox, Planning Manager  
Andy Parker, Arborist

**AGENDA**

There came the matter of the agenda for the meeting of March 9, 2016. A motion was made by Commissioner Fawcett and seconded by Commissioner Shelton that the agenda be approved. The motion carried.

**MINUTES**

There came the matter of the minutes for the February 2016, meeting. A motion was made by Commissioner Shelton and seconded by Commissioner Fawcett that the minutes be approved as submitted. The motioned carried.

**Public Hearing**

There came the matter of the application for a Certificate of Appropriateness filed by Mary Elizabeth Morris Sakalairos, Owner, for demolition of the structures at 1413 N. Main St.

|                         | <b><u>Name</u></b> | <b><u>Title</u></b>                       |
|-------------------------|--------------------|-------------------------------------------|
| <b>Presented by:</b>    | Marvin Morris      | Owner’s Representative                    |
| <b>Others to speak:</b> | Anthony Sakalairos | Spouse of Owner                           |
|                         | Michael Rozier     | Pinebelt, Inc.                            |
|                         | Johniece Dupree    | N. Main St. resident                      |
|                         | James Bacchus      | N. Main St. resident                      |
|                         | Otis Griffin, Jr.  | N. Main St. resident                      |
|                         | Andrea Saffle      | Hattiesburg Historic Downtown Association |
|                         | Steve Floyd        | Real Estate Agent                         |
|                         | Lloyd Munn         | Hattiesburg Historic Neighborhood         |
|                         | Chip Lombardo      | Parkhaven resident                        |

**Discussion and Vote** Mr. Morris asked that the commissioners take note of the commercial properties that neighbor the subject property. He also asked that the Commissioners not take into consideration the threat of the North Main Street National Register District being delisted by the National Park Service. Mr. Morris indicated that the

maintenance of the house has posed a financial hardship on the family due to a depletion of funds. He also expressed concern that the source of the moisture infiltration in and around the basement area would continue (under current circumstances). He indicated that the applicant's position is that it is infeasible for someone to purchase and rehabilitate the existing structures and that demolition is the best way forward.

Commissioner Newton mentioned that the environmental report submitted by the applicant states that mold is in the circa 1960s addition only. She also stated that she had observed no evidence of vandalism, vagrants, or other suspicious activity around the home. Commissioner Newton stated that the importance or contribution of the resource in a historic district should be taken into consideration per the conservation ordinance.

Mr. Morris stated that the family can bear the expense of removing the addition and waterproofing the basement and put the property on the market in hopes of getting a reasonable offer. However, he did not believe that to be a realistic proposition.

Commissioner Newton asked Mr. Morris if he felt that the lot would be worth more if the house was demolished.

Mr. Morris replied in the affirmative.

Mr. Sakalaios stated that if one were to remove the addition, it may cause structural problems to the house. He went on to say that a source of the moisture infiltration was the south basement wall.

Mr. Sakalaios reiterated that the economic impact on the family should be considered as well as family medical needs. He stated that the sump pump had been in place for many years and the moisture problem is still not remedied.

Mr. Rozier stated that the mold was concentrated in the basement but there is an extra expense in cleaning the house due to the likelihood of mold spores in the HVAC ductwork.

Mrs. Dupree stated that her position regarding the request to demolish the house and build a Dollar General (previously stated at the December, 2015, meeting of the HHCC) had not changed. She stated that she was hopeful that the Commission would consider the residents of the neighborhood in making their ruling.

Mr. Bacchus stated that he had prior experience in commercial and residential construction and he was not against the demolition of the house; his concern was with the new development being an impediment to the surrounding community.

Mr. Griffin stated that he had read the mold report and agrees with Commissioner Newton's assessment thereof. He stated that his

concern was with keeping the integrity of the neighborhood. He stated that the (proposed) store would diminish efforts to improve property values. Mr. Griffin asked if this type of request would be allowed in the Oaks Historic District.

Mrs. Saffle stated that she was representing both the Hattiesburg Historic Neighborhood Association and the Hattiesburg Historic Downtown Association. She stated that the Commission is the voice and the protectors of the historic neighborhoods, as a whole and the value of preserving homes is bigger than the individual owners.

Mr. Floyd stated that he had extensive experience in real estate in the Hattiesburg area and that, in his assessment, preserving the home in question would not create value. He stated that he would not put in money or recommend that anyone else put money into the house. He stated that the existing Family Dollar (on North Main St.) had burglar bars and is an eyesore; however, the proposed Dollar General could be a good anchor for the North Main District.

Mr. Munn stated that the house in question seemed similar to many others in the historic district that have been successfully rehabilitated. He stated that a house (being) in poor maintenance is not a valid reason for demolition. He expressed concern about other properties not being maintained in the historic district and also about commercial encroachment into the historic neighborhoods.

Mr. Lombardo stated that he was representing the Parkhaven Historic Neighborhood Association (PHNA). He stated that three houses in Parkhaven had been requested for demolition in the recent past. He stated that the PHNA wants to protect the fabric of the neighborhood and, even with the Smith House (demolished in 2015), there was a concerted effort to bring in a buyer to purchase and rehabilitate the home.

Mr. Rozier stated that the sale of the subject property for the price of \$200,000 would increase values in the neighborhood. He stated that he would be the owner of the proposed Dollar General and that he is required by Dollar General to properly maintain the property.

**Motion:**

Deny the application on the basis of the unnecessary loss of a contributing property in the National Register Historic District.

**Motion made by:**

Newton Fawcett

**Motion seconded by:**

Mary Halliwell

**Commissioners voting aye:**

Newton Fawcett, Mary Halliwell, Margaret Dwight Shelton, Michelle Heidelberg

**Commissioners voting nay:**

Glenn Nees

**Commissioners abstaining:**

None



**Public Hearing**

There came the matter of the application for a Certificate of Appropriateness filed by Pinebelt, Inc., Applicant, and Mary Morris Sakalairo, Owner, requesting to construct a new commercial building at 1413 N. Main St.

|                         | <u>Name</u>       | <u>Title</u>                              |
|-------------------------|-------------------|-------------------------------------------|
| <b>Presented by:</b>    | Michael Rozier    | Applicant                                 |
| <b>Others to speak:</b> | Andrea Saffle     | Hattiesburg Historic Downtown Association |
|                         | Otis Griffin, Jr. | North Main St. resident                   |

**Discussion and Vote**

Commissioner Nees stated that he was in favor of the architectural design of the proposed new construction but he recommends pulling the building closer to the curb and moving parking to the rear of the building. He also recommended to leave ample room for landscaping and trees.

Mrs. Saffle stated that there is a need for a general store in downtown and recommended that Mr. Rozier look at alternative downtown locations.

Commissioner Heidelberg asked if Mr. Rozier had considered purchasing the car wash property to the north of the subject property.

Mr. Rozier replied in the affirmative but stated that the asking price was exorbitant for that property. Mr. Rozier inquired about other design recommendations.

Commissioner Newton recommended setting up a design review meeting for the purpose of providing additional feedback regarding the proposed design.

|                                         |                                                                                                               |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------|
| <b><u>Motion:</u></b>                   | Deny the application on the basis of inappropriate commercial development in a historic residential district. |
| <b><u>Motion made by:</u></b>           | Newton Fawcett                                                                                                |
| <b><u>Motion seconded by:</u></b>       | Mary Halliwell                                                                                                |
| <b><u>Commissioners voting aye:</u></b> | All present and voting                                                                                        |
| <b><u>Commissioners voting nay:</u></b> | None                                                                                                          |
| <b><u>Commissioners abstaining:</u></b> | None                                                                                                          |

**Public Hearing**

There came the matter of the application for a Certificate of Appropriateness filed by EraShonda Crosby, Owner, requesting approval to enlarge the front porch at 120 Montague St.

|                         | <u>Name</u>       | <u>Title</u>            |
|-------------------------|-------------------|-------------------------|
| <b>Presented by:</b>    | EraShonda Crosby  | Owner/Applicant         |
| <b>Others to speak:</b> | Otis Griffin, Jr. | North Main St. resident |



**Discussion and Vote**

Commissioners Newton and Nees recommended against concrete porch decking, in favor of wood. Commissioner Newton recommended that square wood posts be utilized as supports rather than the existing metal pipe columns.

Mr. Griffin stated that he was in favor of the application.

**Motion:** Approve the application as submitted.

**Motion made by:** Michelle Heidelberg

**Motion seconded by:** Glenn Nees

**Commissioners voting aye:** All present and voting

**Commissioners voting nay:** None

**Commissioners abstaining:** None

**Public Hearing**

There came the matter of the application for a Certificate of Appropriateness filed by Web & Michelle Heidelberg, Owners, requesting to rehabilitate a garage outbuilding by modifying door, window, and siding types and locations at 905 Adeline St.

(Michelle Heidelberg recuses herself and exits the meeting room)

|                         | <b><u>Name</u></b> | <b><u>Title</u></b>        |
|-------------------------|--------------------|----------------------------|
| <b>Presented by:</b>    | Scott Pipkins      | Applicant's Representative |
| <b>Others to speak:</b> |                    |                            |

**Discussion and Vote**

**Motion:** Approve the application as submitted.

**Motion made by:** Newton Fawcett

**Motion seconded by:** Glenn Nees

**Commissioners voting aye:** All present and voting

**Commissioners voting nay:** None

**Commissioners abstaining:** None

(Michelle Heidelberg rejoins the meeting)

**Public Hearing**

There came the matter of the application for a Certificate of Appropriateness filed by Scott Pipkins, Applicant, and Chris Wilkes, Owner, requesting to modify an existing driveway and walkway and add new walkway at 1110 Adeline St.

|                         | <b><u>Name</u></b> | <b><u>Title</u></b> |
|-------------------------|--------------------|---------------------|
| <b>Presented by:</b>    | Scott Pipkins      | Applicant           |
| <b>Others to speak:</b> |                    |                     |



**Discussion and Vote**

Commissioner Newton inquired if the proposed new connector walkway, between the driveway and existing front walkway, could be straight versus curved.

Mr. Pipkins replied in the affirmative.

- Motion:** Approve the application as submitted, with the stipulation that the proposed new connector walkway be straight rather than curved.
- Motion made by:** Newton Fawcett
- Motion seconded by:** Michelle Heidelberg
- Commissioners voting aye:** All present and voting
- Commissioners voting nay:** None
- Commissioners abstaining:** None

**Public Hearing**

There came the matter of the application for a Certificate of Appropriateness filed by Tom Eaves, Applicant, and William Waller & Charles Dawe, Owners, requesting the removal of five trees from the property at 404 6<sup>th</sup> Ave.

|                         | <b><u>Name</u></b> | <b><u>Title</u></b> |
|-------------------------|--------------------|---------------------|
| <b>Presented by:</b>    | Tom Eaves          | Applicant           |
| <b>Others to speak:</b> |                    |                     |

**Discussion and Vote**

- Motion:** Approve the application as submitted.
- Motion made by:** Glenn Nees
- Motion seconded by:** Newton Fawcett
- Commissioners voting aye:** All present and voting
- Commissioners voting nay:** None
- Commissioners abstaining:** None

**Other Business**

There came the matter of the City Arborist’s report. No report was submitted.

There came the matter of the Code Official’s report. A report was submitted. .

There came the matter of the Coordinator’s report. A report was submitted.

Commissioner Newton proposed that future HHCC work sessions be held at 11:00 A.M. on the days of the regularly scheduled monthly meetings for a period of six (6) months, with the possibility of continuing longer if necessary.

**Commissioner Nees moved to adopt the practice of holding monthly work sessions as described above by Commissioner Newton.**

**Commissioner Fawcett seconded the motion.**

**The motion carried unanimously.**



Commissioner Newton recommended that a checklist be developed by staff for the purpose of providing bases for approval or denial of applications. Pattie Brantley recommended using as a template a similar document utilized by the Planning Commission.

Commissioner Nees recommended that the Commission and staff consider placing the review of window-related applications under staff review (resulting in a Letter of Compliance) only in cases where the subject property is notated as a "Non-Contributing" resource within a conservation district.

Commissioner Shelton recommended that anyone applying for a COA be required to state on the Application for a Certificate of Appropriateness, the reason why the house contributes or does not contribute to the conservation district. She stated also that all Applications for COA should be thorough and complete before they are accepted by staff.

There being no further business, upon motion duly made by Commissioner Fawcett and seconded by Commissioner Halliwell and unanimously approved, the meeting was adjourned at 2:25 p.m.

Respectfully submitted,

---

Sarah Newton, Chairman

---

Russell Archer, Recording Secretary/ Historic Preservation Planner

# Application for a Certificate of Appropriateness

## to Hattiesburg Historic Conservation Commission

for a proposed exterior change to a property within designated historic districts

### Office Use Only

Received \_\_\_\_\_

Complete \_\_\_\_\_

HHCC review \_\_\_\_\_

Action \_\_\_\_\_

Historic District NORTH MAIN HISTORIC DISTRICT

Property address: 1413 N. MAIN STREET, HATTIESBURG, MS

Present zoning: B-1

Applicant: Pinebelt, Inc.

Address: 10 Lamar Blvd.

HATTIESBURG, MS 39402

Phone: 601-296-0802

Signature and permission of Applicant / date:

[Signature] 1/26/16

I hereby authorize City of Hattiesburg staff access to the property for taking pictures and documentation.

Owner: Mary Morris Sakalinos

Address: 49 TIDEWATER ROAD

HATTIESBURG, MS 39402

Phone: 601-270-9310

If the applicant is not the owner, include a letter from the owner authorizing the change.

Proposed starting date: 4-4-16

### Briefly describe the proposed project / Proposed Alterations

(attach additional sheets as needed):

We propose to construct a new Dollar General Store at this location if the Seller and the Historical Committee agree to tear the house down. The colored rendering are based on the Historical Committee guidelines and we are open to committee recommendations.

**NOTE: Appropriate support materials for each proposed change as required must be submitted to complete this application.**

**Incomplete applications will not be reviewed by the commission.**

**DEADLINE: Applications and support materials must be submitted by 5 p.m. Wednesday, 14 days prior to the regular HHCC meeting, normally the second Wednesday of each month.**

- ☒ New Buildings and New Additions
- ☐ Major Restoration, Rehabilitation or Remodeling
- ☒ Site Changes – tree removal, fences, walks, driveways, parking and signs
- ☐ Demolition and Relocation

Required support materials must be attached. Please see Checklist for Required Support Materials on the next page.

## **APPLICATIONS FOR CERTIFICATES OF APPROPRIATENESS**

### **Checklist for Required Support Materials**

---

A complete application requires support materials: Please check the list below for which materials may be necessary for design review of a particular project.

#### **New Buildings and New Additions**

- ☒ Architectural elevation (to scale)
- ☒ Site plan (to scale)
- ☒ Floor plan (to scale)
- ☒ Description of materials and types and styles of architectural features such as windows and doors
- ☒ Photographs of proposed site and adjoining properties

#### **Major Restoration, Rehabilitation or Remodeling**

- ☐ Architectural elevations or sketches (to scale)
- ☐ Description of proposed changes
- ☐ Description of materials
- ☐ Photographs of existing building
- ☐ Documentation of earlier historic appearance (restorations only)
- ☐ Site plan showing placement (to scale)

#### **Site Changes - trees, walks, drives, parking and signs**

- ☐ Site plan or sketch of site
- ☐ Architectural elevations or sketches (to scale)
- ☐ Description of materials
- ☐ Photographs of site

#### **Demolition and Relocation**

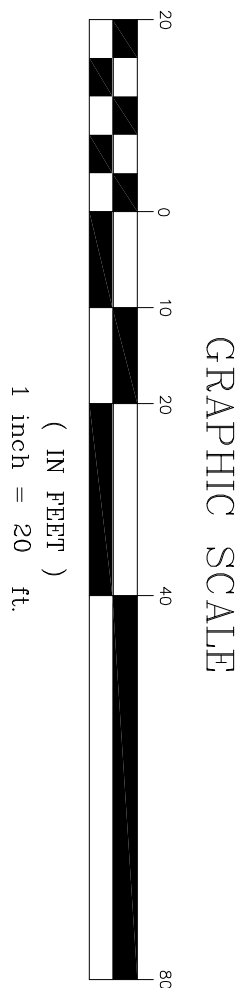
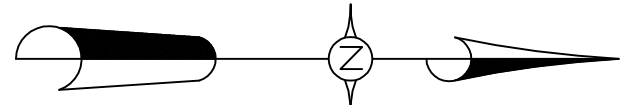
- ☐ Condition reports
- ☐ Photographs of existing building
- ☐ Documentation of economic factors
- ☐ Site plans (for relocation)
- ☐ Documentation of justification

NOTE: Only complete applications will be placed on the agenda for review.

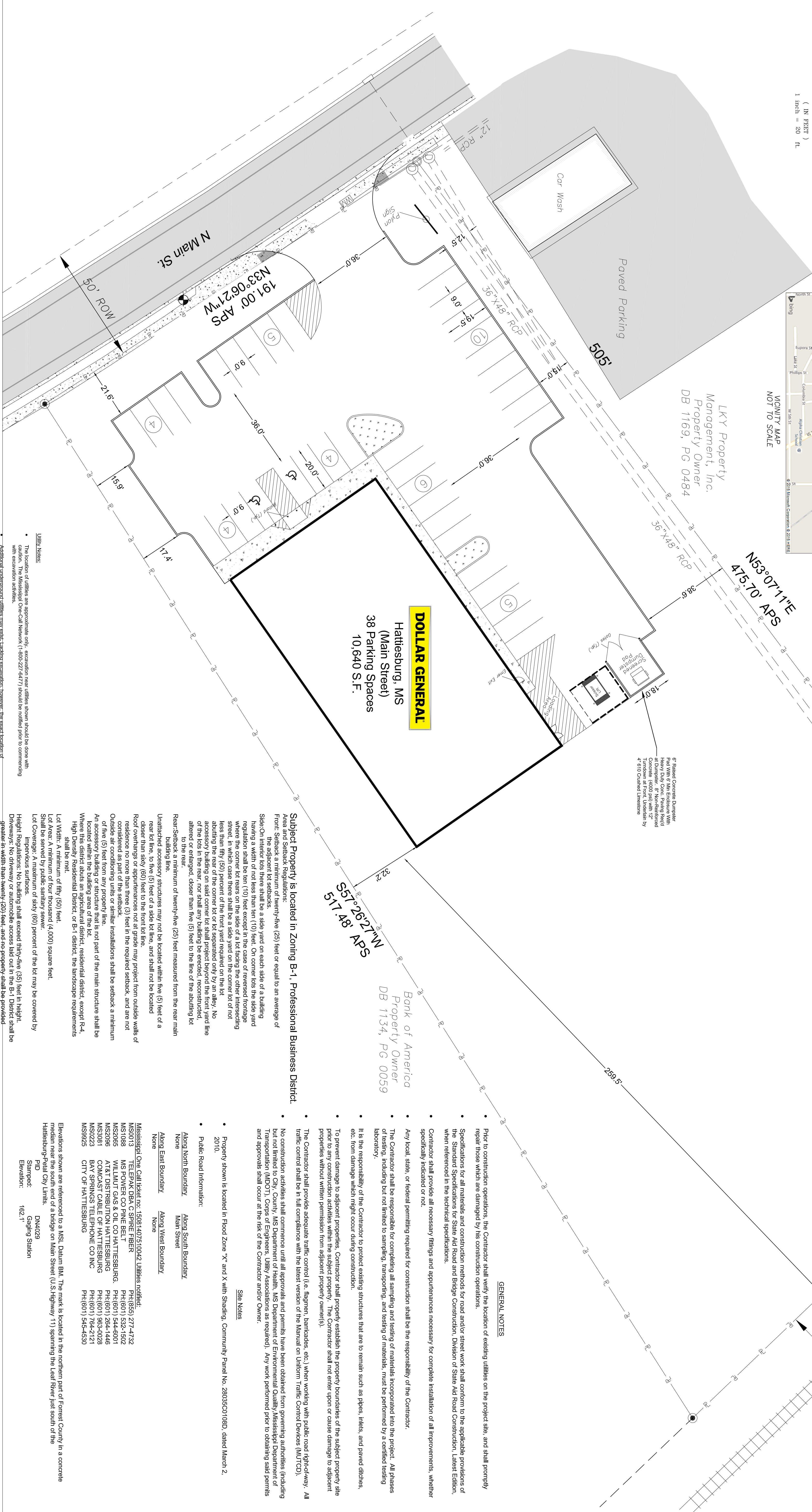








LOCALITY MAP  
NOT TO SCALE



#### GENERAL NOTES

- Prior to construction operations, the Contractor shall verify the location of existing utilities on the project site, and shall promptly repair those which are damaged by his construction operations.
  - Specifications for all materials and construction methods for road and/or street work shall conform to the applicable provisions of the Standard Specifications for State Aid Road Construction, Division of State Aid Road Construction, Latest Edition, when referenced in the technical specifications.
  - Contractor shall provide all necessary fittings and appurtenances necessary for complete installation of all improvements, whether specifically indicated or not.
  - Any local, state, or federal permitting required for construction shall be the responsibility of the Contractor.
  - The Contractor shall be responsible for completing all sampling and testing of materials incorporated into the project. All phases of testing, including but not limited to sampling, transporting, and testing of materials, must be performed by a certified testing laboratory.
  - It is the responsibility of the Contractor to protect existing structures that are to remain such as pipes, inlets, and paved ditches, etc., from damage which might occur during construction.
  - To prevent damage to adjacent properties, Contractor shall properly establish the property boundaries of the subject property site prior to any construction activities within the subject property. The Contractor shall not enter upon or cause damage to adjacent properties without written permission from adjacent property owner(s).
  - The Contractor shall provide adequate traffic control (i.e. flagmen, barricades, etc.) when working with public road right-of-way. All traffic control shall be in full compliance with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD).
  - No construction activities shall commence until all approvals and permits have been obtained from governing authorities (including but not limited to City, County, MS Department of Health, MS Department of Environmental Quality, Mississippi Department of Transportation (MDOT), Corps of Engineers, Utility Associations as required). Any work performed prior to obtaining said permits and approvals shall occur at the risk of the Contractor and/or Owner.
- Site Notes
- Property shown is located in Flood Zone "X" and X with Shading, Community Panel No. 28035C0108D, dated March 2, 2010.
  - Public Road Information:
    - Along North Boundary: Along South Boundary
    - Along East Boundary: Along West Boundary
- Mississippi One-Call listed no. 1-800-475-1002. Utilities notified:  
MS1088 MS POWER CO. PINE BELT  
MS2065 WILLIAMS GAS & OIL CO. HATTIESBURG  
MS2086 AT&T DISTRIBUTION HATTIESBURG  
MS3081 COMCAST CABLE OF HATTIESBURG  
MS9225 BAY SPRINGS TELEPHONE CO. INC.  
CITY OF HATTIESBURG
- Elevations shown are referenced to a MSL Datum BM. The mark is located in the northern part of Forrest County in a concrete bridge over the Mississippi River. The bridge is located on Main Street (U.S. Highway 1) spanning the main river just south of the Hattiesburg-Pine Belt City limits.
- Stamped: DWA/029  
Elevation: 162.1'  
Gaging Station

CAD FILE: 90362139 Plans.dwg  
CCE PROJ.: 90362139  
SCALE: 1" = 20'  
DATE: Nov., 2014  
CHECKED: JCA  
DRAWN BY: TL

**Clearpoint**  
Consulting Engineers, P.A.  
6652 U.S. Highway 98 • Hattiesburg, Mississippi 39402  
Ph. (601) 261-2609 • Fax (601) 261-5573

PREPARED FOR:  
Pine Belt Inc.

Site Plan  
Dollar General  
Main Street  
Hattiesburg, Mississippi

SHEET NO.  
**C2**



November 25, 2015

Hattiesburg Historic Conservation Commission

RE: Future Dollar General Store  
1413 North Main Street  
Hattiesburg, MS 39402

Mike Rozier Construction Co., Inc. proposes to build a new 10,640sf Dollar General Store on this site. I have listed below a list of exterior building materials as requested by the application.

Description of Materials

- Exterior walls to be brick or cmu masonry on all four (4) walls
- The front and left side of the building will have hardiplank siding starting at ten (10') feet above finish floor to the eaves of the building as per the elevations and rendering
- The front door will be an automatic sliding door
- The canopy at the front door will be metal with decorative angle braces attached to the hardiplank as per the elevations and rendering
- The paving will be all concrete
- The site will have extensive landscaping

**Greenwood**

Physical Address: 10464 Highway 82 East, Greenwood, MS 38930  
Mailing Address: Post Office Box 230, Carrollton, MS 38917  
Phone: (662) 453-8161 • Fax: (662) 455-9795

**Hattiesburg**

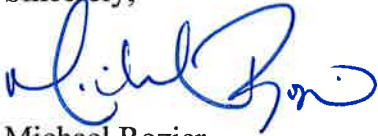
Physical Address: 10 Lamar Boulevard, Hattiesburg, MS 39402  
Phone: (601) 296-0802 • Fax: (601) 296-0882

**DOCUMENTATION OF ECONOMIC FACTOR**

As discussed above the house creates a serious hardship on the owner in upkeep and repairs. The house has been vacant for 7 years and will continue to be vacant.

By allowing the commercial development of this piece of property into a Dollar General it will serve the community and the City of Hattiesburg as a whole. Dollar Generals produce substantial gross revenue and the City of Hattiesburg will receive a substantial income from the sales tax revenue as well as property taxes. In addition the area will be enhanced by the improvements proposed for the development.

Sincerely,



Michael Rozier  
Vice President

**Greenwood**

Physical Address: 10464 Highway 82 East, Greenwood, MS 38930  
Mailing Address: Post Office Box 230, Carrollton, MS 38917  
Phone: (662) 453-8161 • Fax: (662) 455-9795

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Sincerely,



Mary Morris Sakalairos

**DOCUMENTATION OF JUSTIFICATION**

The house has been vacant since 2008 and is continuing to deteriorate. The present location of the home is not conducive to spending tens of thousands of dollars to repair the home. The present owner is in an assisted living facility and her children do not anticipate her returning to the home. The property will continue to deteriorate with no one living in it.

The house is not a candidate to be moved off of the property. It would have to be cut into several sections and moved. Due to the age and the condition of the house moving it is not a viable option.

Sincerely,



Michael Rozier  
Vice President

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The house is not a candidate to be moved off of the property. It would have to be cut into several sections and moved. Due to the age and the condition of the house moving it is not a viable option.

Sincerely,



Mary Morris Sakalaios

December 21, 2015

Mrs. Mary Sakalaios  
49 Tidewater Road  
Hattiesburg, MS 39402

RE: 1413 North Main Street

Mrs. Sakalaios,

I went and inspected the residence at 1413 North Main Street here in Hattiesburg per your request. I have found that his home is in terrible disrepair based on my findings. My understanding is that this home has not been lived in since 2008 yet you have maintained the yard maintenance.

While inspecting this home I have found that the power has been turned off to the home due to interior electrical wires overheating. Upon my entering the home I found it to have a very damp and musty smell to it. I started my inspection in the basement portion of the home and have found that there is a terrible moisture issue in this area. Upon further investigation I found mold in this area which you mentioned you were having it tested. I did inspect the electrical and found that it is very dated and appears that all wiring should be replaced. To replace the wiring and electrical panels we will need to remove all interior wall finishes and then replace and repaint all the walls. While doing this I would also recommend replacing all flooring as these will likely be damaged due to the wall demolition. I would also recommend replacing or cleaning the HVAC system since mold does exist in the home.

As far as stopping the moisture issue in the basement I would have to recommend excavating along the exterior portion of the basement wall, cleaning and sealing it with a waterproof sealer. Please note that this does not guarantee to stop the moisture issue. I would also recommend installing a French drain around the perimeter of the house to divert the water around it and keep it out of the basement.

Lastly, we do not recommend performing any of this work without first knowing what type of mold this is and having it removed professionally. I believe you mentioned that this was being performed and we would need a copy of it prior to pricing any work. Sadly, in my professional opinion the amount of work this home needs versus what the resale value would be is not a viable option in this case.

Sincerely,



Patrick Ward  
President

---

# ENVIROSAV, L.L.C.

## *Phase I & Phase II Environmental Audits*

---

November 23, 2015

Mr. Chris Logan  
Rozier Construction Company  
P. O. Box 230  
Carrollton, MS 38917

**RE: Historical Findings at the proposed Dollar General Site to located at 1413 North Main St. in Hattiesburg, Forrest County, Mississippi**

**Dear Sir:**

**ENVIROSAV, LLC** was recently engaged to perform an Environmental Phase 1 Assessment at the proposed Dollar General Site to be located on Main St. in Hattiesburg, Forrest County, Mississippi.

While there, we performed an asbestos assessment on the structures within the property bounds. The only asbestos found on the main house as window glazing which contained 2% chrysotile asbestos.

The small house/garage located behind the main house contained large amounts of asbestos ranging from 2% to 25% chrysotile asbestos. The asbestos was found in the flooring covering containing floor tile and linoleum along with glue and mastic.

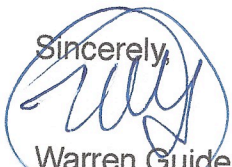
The interior of the house itself was quite degraded from an extended period when no one lived in the house. We did not find any nice antique furniture in the house. The house was clutter with papers, old books, magazines, and other assorted debris. The exterior of the house was also run down from years of neglect.

During our site investigation no environmental problems were found at this site. We will file necessary paperwork with the Mississippi Department of Environmental Quality's Asbestos Division when our client is ready for demolition.

A Federal and State of Mississippi records check of surrounding properties indicated no additional problems.

If you have any questions, please contact us.

Sincerely,



Warren Guider

**ENVIROSAV, LLC**

**cc: File**

Warren Guider  
105 Montaign Drive  
Vicksburg, MS 39180

envirosav@bellsouth.net

(601) 638-7575  
Mobile (601) 529-2464  
Fax (601) 638-6763

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# ENVIROSAV, L.L.C.

*Phase I & Phase II Environmental Audits*

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January 21, 2016

Ms. Mary M. Sakalarios  
49 Tidewater Road  
Hattiesburg, MS 39402

**RE: Mold Sample report and analyses at the proposed Dollar General property located on N. Main St. in Hattiesburg, Forrest County, Mississippi**

Dear Ms. Sakalarios:

Please find attached the report and sample results for the samples collected for mold analyses at the house located on N. Main St. in Hattiesburg, Forrest County, Mississippi.

A total of three samples were collected. Three different types of mold spores were identified from the collected samples. The worst of the three was identified as *Stachybotrys* and it had a high concentration. *Aspergillus/Penicillium* was also identified as being high. The *Myxomycetes* is a rare type not readily seen.

We hope this is the information that you have requested.

Any questions, please contact us.

Sincerely,



Warren Guider  
**ENVIROSAV, LLC**

cc: File

Warren Guider  
105 Montaign Drive  
Vicksburg, MS 39180

[envirosav@bellsouth.net](mailto:envirosav@bellsouth.net)

(601) 638-7575  
Mobile (601) 529-2464  
Fax (601) 638-6763

**SUMMARY REPORT OF FINDINGS**

**Mold Testing  
December 17, 2015**

**FOR  
ENVIROSAV  
105 Montaigne Drive  
Vicksburg, MS 39180**

**Inspected Building Address  
Main Street Hattiesburg MS 39401**

**PREPARED BY**

---

**JOE VENUS, JR  
ENVIRONMENTAL SERVICES, LLC  
253 DELK ROAD  
HATTIESBURG, MS 39401  
OFFICE 601.582.2277 FAX 601.582.2276**

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|--------------------|-----------------------------------------|

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# ENVIRONMENTAL SERVICES, LLC

253 Delk Road Hattiesburg, MS 39401

Phone (601) 582-2277 Fax (601) 582-2276

## 1.0 INTRODUCTION

On July 20, 2015, Warren Guilder, of EnviroSav, 105 Montaigne Drive Vicksburg, MS 39180, retained Environmental Services, LLC to conduct a limited Mold Inspection, in the bottom floor office, of the house on Main Street, located in Hattiesburg MS 39401. The following investigation focuses on swab samples, non-invasive inspection for evidence of molds, mold contamination, and microbial growth as well as suspected instances of water intrusion. This report is supported by analytical data, which in the judgment of the inspector may warrant further evaluation and/or referral to an appropriate specialist. Three swab samples were taken and delivered to an independent laboratory for analysis. The independent lab results are located in Appendix A of this report. The survey was completed on December 17, 2015. Environmental Services, LLC conducted the following tasks:

### 1.1 Onsite Diagnostic Testing

The following investigation was performed on the building.

**Visual Inspection;** Environmental services LLC conducted a visual inspection of the area for signs of mold, staining, or water intrusion.

#### **Microbial Sampling;**

Swab samples are used to collect exposed microbial amplification areas.

#### **Moisture, Temperature, and Relative Humidity reading**

Samples for moisture, temperature and relative humidity were taken from the building.

### 1.2 Offsite Evaluation and Analysis

**Microbial analysis:** Performed an analysis of the microbial sampling and an evaluation of possible remediation items that are incorporated in the reported documents.

## 2.0 SAMPLING CONCLUSIONS

These conclusions are based upon the results of Environmental Services, LLC onsite testing.

**2.1 Swab Sampling:** Sample reading are considered high when the spore counts are greater than 1,000 cfu/m<sup>3</sup>.

**Main Street House Bottom Floor office, Hattiesburg MS**

Two of the three swab samples were found to have High levels of the mold spore *Stachybotrys*. The *Stachybotrys* (Black Mold) spore was found in the first room ceiling material. The third sample was from the back area and had a low reading of mold spores. The detailed laboratory report is found in **Appendix A**, in the back of this report.

**2.3 Moisture, Temperature, and Humidity Reading**

**Outside readings**

The temperature reading outside was 87 degrees Fahrenheit with Relative Humidity reading averaging 60%.

**Interior readings**

The temperature reading averaged 78 degrees Fahrenheit, with a Relative Humidity reading averaging 45%.

**Moisture reading**

The mid section of the ceilings where mold amplification was observed, had moisture content reading of 18-22 percent moisture.

The non affected areas of wall materials had moisture reading of 12-18 percent.

**2.4 Visual Observations**

**General Observations**

The bottom office area had suspect water intrusion from the flat roof. It was a clear day during the inspection.

### 3.0 LIMITATIONS

This report is based upon information available to Environmental Services, LLC at the time of its writing. The limited mold inspection date was December 17, 2015. Any changes occurring after this date can alter the data in this inspection report. Should additional information be presented or discovered, Environmental Services, LLC reserves the right to review and, if necessary revise this report and our conclusions. The person or persons in charge of the facility should exercise care not to disturb the material in question, because of the potential of airborne mold exposure. If a problem is found, a professional with experience in the related field should be called to take care of the situation.

The liability of Environmental Services, LLC is limited to the amount paid by the client for this report. The client assumes all responsibility for the further distribution of this report and its contents. By making such distribution the client agrees to hold Environmental Services, LLC harmless against all claims of persons so informed of the contents hereof.

No medical opinions are provided or should be construed from the finding presented in this report.

## 4.0 CONCERNS and OBSERVATIONS

Based upon Environmental Services, LLC onsite testing and analysis the following findings are made.

### 4.1 Findings and Collusions

Main Street House, Hattiesburg, MS:

The area of concern is the ceiling of the bottom floor office area. The ceiling had suspect signs of water stains and visible signs of mold accumulation. The possible leak was coming from the flat roof covering the office area.

Treatment and cleaning of the lower office rooms, would include, but not limited to, containing the area, removing the sheetrock ceilings, removing of any porous materials, (cloth, carpet, paper products, etc.) and treating all materials that are not removed, cleaning of all areas in the room and wipe down of all surfaces with a product that kills and has a mold deterrent (one of these products is Fosters 40-80) is recommended for cleaning and removal of mold spores. All this work will be done with a decontamination unit and air scrubbers running during removal. The final cleaning will consist of misting/fogging the area after the removal is complete. The final cleaning would include the cleaning of the HVAC unit and ducts. A final air clearance would be run after the cleaning.

To keep down on Allergens and dusts some control can be accomplished by having all rooms regularly cleaned with a wiped down of all surfaces in the rooms including books, shelves, fans or other items. Removal of any stained or wet materials at the time of water intrusion, in rooms including any other porous materials, carpets, curtains, etc. helps in the fight to control the dust and allergen problems. These control solutions and any additional cleaning solutions are the first step to help with the dust and allergy problems encountered in school building. These control solutions or any other cleaning solutions are not intended to be the only way to prevent or remove dust and dirt, but they will help in the control of allergens. A specialized company in Mold Remediation should be contacted if mold growth is encountered and needs to be removed.

### 4.2 Control of Moisture

Identify any water intrusions and address it. This must include collecting of the water, and drying out all affected areas within a 24-hour period.

*None of the information contained herein should be constructed as a medical advice or a call to action for an evacuation or remediation. A qualified physician should make any decision, relative to medical significance.*

## 5.0 DISCUSSION

### 5.1 Microbial Sample Testing

#### Swab Samples:

Swab samples were taken on suspect areas of mold growth. Refer to their report for detailed explanation of testing results.

### 5.2 Offsite Analysis

#### Microbial Sampling Analysis

There are currently no *enforceable* regulatory standards pertaining to air, surface, or bulk concentrations of fungi and/or bacteria. In the absence of a regulatory standard, health, and safety practitioners find guidance from the American Conference of Governmental Industrial Hygienists (ACGIH) publication of the Bioaerosols Committee entitled "Guidelines for the Assessment of Bioaerosols in the indoor Environment". The ACGIH guidelines recommend medical assessment of symptoms, evaluation of building performance and use of professional judgment as primary means for investigating indoor air quality issues. According to the ACGIH, there are no scientific supportable numerical limits to which microbial air samples may be compared.

Air samples are best used as a means to determine if there is an amplification of microorganisms within the building as compared to the naturally occurring microorganisms outdoors. Air sampling may also be used to document the contribution of identified microorganisms and their sources to a particular air quality problem of complaint. The Environmental Protection Agency (EPA) has established guidelines for the remediation of mold in schools. The EPA recommends that remediation be based upon the size of the "mold growth area". The EPA designates three size areas.

|                     |                                                            |
|---------------------|------------------------------------------------------------|
| <b>Small Areas</b>  | Less than 10 square feet of affected area.                 |
| <b>Medium Areas</b> | For areas of 10 to 100 square feet affected                |
| <b>Large Areas</b>  | For areas of greater than 100 square feet of affected area |

## 6.0 COMMON MOLD CHARACTERISTICS

Molds (at times interchangeable with "mildew") are found virtually everywhere in our environment and are a subgroup of the fungi family. Molds are simple microscopic organisms containing enzymes (responsible for digesting and decomposing) and spores (in charge of reproduction). Their mission is to digest the organic world around them.

Molds have been a part of our environment for thousands of years and normally do not have adverse effects unless they are growing in a concentrated form in a confined space that is being occupied by humans or are of a toxic species type. A 1994 Harvard University School of Public Health study of 10,000 homes in the United States and Canada found half had conditions of water damage and mold associated with a 50 to 100% increase in respiratory symptoms. Concentrated and toxic molds are showing up in homes as a result of changes in construction practices over the past thirty years. The practice of eliminating infiltration/exfiltration, of air leads to higher humidity levels in the home.

For mold to grow it needs:

Moisture or any type of water intrusion (*standing water, dampness, condensation, high humidity*)

Home materials containing cellulose (*wood, insulation, carpets, etc.*)

Limited ventilation or sunlight

Suitable temperatures (*mold grows at temperatures above 0 degrees Fahrenheit [-18 degrees C]*)

Given optimal conditions, mold spores will germinate within 24 hours. Optimal conditions for spore germination includes saturated home materials, humidity above 40%, temperatures between 68 degrees to 90 degrees Fahrenheit (20 degrees to 32 degrees C) and little or lack of light or air circulation. One square foot of moldy drywall can harbor more than 300 million mold spores. Mold growths can be detected by a musty smell and be seen in a form of discoloration ranging from white to orange and from green to black.

### 6.1 Types of Mold

#### **Allergenic Molds**

Are common molds that we normally find in the air that we breathe? They become a problem when the concentration of mold spores in an area becomes significantly greater than the mold spores we would normally find outdoors. When individuals affected by allergies are exposed to indoor air that has high levels of allergenic mold spores, they can become ill and start exhibiting symptoms such as fatigue, nasal and sinus congestion, eye irritation, and headaches.

#### **Toxic Molds**

Black mold *Stachybotrys* produce toxins called mycotoxins used to inhibit or prevent the growth of other organisms. Toxic gas from these molds can cause many of the same health issues as allergenic molds but, in addition, the exposure to toxic molds cause neurological damage and affects the central nervous system causing constant headaches, memory loss problems and mood changes.

*A trained professional can only positively identify Stachybotrys through a laboratory analysis. None of the information contained herein should be construed as a medical advice or a call to action for the evacuation or remediation. A qualified physician should make any decision, relative to medical significance.*

## 7.0 MOLD CHARACTERISTICS FROM SURVEY RESULTS

The following are some fungal descriptions that are pertinent to the samples collected. General characterization of mold is made with respect to their most common impact to human health. Many genus of mold have species with varying characteristics.

### **Spore Name-Description**

**Aspergillus/Penicillium**-This species is considered common to indoor environments; it is widespread in the soil and on plants and is also considered a common contaminant of food. It has a musty odor and is reported to be an allergenic. It is commonly being implicated in pulmonary disease and reported to cause skin infections biological weapon.

**Myxomycete**- Natural habitat is decaying logs, decaying leavers, dung, etc.

**Stachybotrys** - Natural habitat decaying plant materials and dirt. Can be found in water damaged home materials such as ceiling tiles, gypsum board, etc. *Allergenic potential*- Type I (hay fever, asthma). *Stachybotrys* may play a role in the development of sick home syndrome. The presence of this fungus can be significant due to its ability to produce mycotoxins. The exposure to toxic molds cause neurological damage and affects the central nervous system causing constant headaches, memory loss problems and mood changes. Exposure to the toxins can occur through inhalation, ingestion, or skin exposure.

**Appendix A**  
**Detailed Laboratory Report**

---



From: Joe Venus [mailto:jvenus@envirosav.com]  
Subject: mold insp  
Date: January 21, 2016 at 9:18 AM  
To: Warren Guider [mailto:wguider@envirosav.com]

Joe Venus  
Environmental Services LLC.  
253 Delk Road  
Hattiesburg MS, 39401  
[Nspecto@ncidoor.com](mailto:Nspecto@ncidoor.com)  
601-408-1005 CellPhone



Envirosav Main st House  
Hburg.pdf

Order ID: 25180411



### Microbiology Chain of Custody EMSL Order Number (Lab Use Only)

8484

EMSL Analytical, Inc.  
253 Delk Road  
Hattiesburg, MS 39401  
Phone: 601-221-1005  
Fax: 601-221-1006

|                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                |             |                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|-------------|---------------------|
| Company: Environmental Services                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                 | EMSL-Bill to: <input type="checkbox"/> Same <input type="checkbox"/> Different<br><small>If the bill is Different note instructions in Comments</small>                                                                                                                                                                                                     |                                                                                                                |             |                     |
| Street: 253 Delk Road                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                 | Third Party Billing requires written authorization from third party                                                                                                                                                                                                                                                                                         |                                                                                                                |             |                     |
| City: Hattiesburg                                                                                                                                                                                                                                                                                                                                                                                                                                           | State/Province: MS                                                                                                                                                                                                                                                                                                                                                              | Zip/Postal Code: 39401                                                                                                                                                                                                                                                                                                                                      | Country: USA                                                                                                   |             |                     |
| Report To (Name): Joe Venus                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                 | Telephone #: 601-408-1005                                                                                                                                                                                                                                                                                                                                   |                                                                                                                |             |                     |
| Email Address: Nspecto@ncidoor.com                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                 | Fax #:                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                |             |                     |
| Project Name/Number: Warren Guider                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                 | Purchase Order:                                                                                                                                                                                                                                                                                                                                             |                                                                                                                |             |                     |
| U.S. State Samples Taken: MS                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                 | Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax                                                                                                                                                                                                                                 |                                                                                                                |             |                     |
| Connecticut Samples: <input type="checkbox"/> Commercial <input type="checkbox"/> Residential                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                |             |                     |
| Turnaround Time (TAT) Options* - Please Check                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                |             |                     |
| <input type="checkbox"/> 3 Hour <input type="checkbox"/> 6 Hour <input type="checkbox"/> 24 Hour <input checked="" type="checkbox"/> 48 Hour <input type="checkbox"/> 72 Hour <input type="checkbox"/> 98 Hour <input type="checkbox"/> 1 Week <input type="checkbox"/> 2 Week                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                |             |                     |
| <small>*Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide. TATs are subject to methodology requirements</small>                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                |             |                     |
| Non Culturable Air Samples (Spore Traps) - Test Codes                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                |             |                     |
| <ul style="list-style-type: none"><li>M001 Air-O-Cell</li><li>M049 BioSIS</li><li>M030 Micro S</li></ul>                                                                                                                                                                                                                                                                                                                                                    | <ul style="list-style-type: none"><li>M173 Allegro M2</li><li>M003 Burkard</li><li>M174 MoldSnap</li></ul>                                                                                                                                                                                                                                                                      | <ul style="list-style-type: none"><li>M004 Allergenco</li><li>M043 Cyclax</li><li>M176 Rolle Smart</li></ul>                                                                                                                                                                                                                                                | <ul style="list-style-type: none"><li>M032 Allergenco-ID</li><li>M002 Cyclax-d</li><li>M130 Via-Cell</li></ul> |             |                     |
| Other Microbiology Test Codes                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                |             |                     |
| <ul style="list-style-type: none"><li>M041 Fungal Direct Examination</li><li>M005 Viable Fungi ID and Count</li><li>M006 Viable Fungi ID and Count (Speciation)</li><li>M007 Culturable Fungi</li><li>M008 Culturable Fungi (Speciation)</li><li>M009 Gram Stain Culturable Bacteria</li><li>M010 Bacterial Count and ID - 3 Most Prominent</li><li>M011 Bacterial Count and ID - 5 Most Prominent</li><li>M013 Sewage Contamination in Buildings</li></ul> | <ul style="list-style-type: none"><li>M014 Endotoxin Analysis</li><li>M015 Heterotrophic Plate Count</li><li>M180 Real Time Q-PCR ERMI 36 Panel</li><li>M018 Total Coliform (Membrane Filtration)</li><li>M020 Fecal Streptococcus (Membrane Filtration)</li><li>M210-216 Legionella Detection</li><li>M026 Recreational Water Screen</li><li>M027 Mycotoxin Analysis</li></ul> | <ul style="list-style-type: none"><li>M029 Enterobacter</li><li>M019 Fecal Coliform</li><li>M133 MRSA Analysis</li><li>M028 Cryptosporidium parvum Detection</li><li>M120 Histoplasma capsulatum Detection</li><li>M033-39 Allergen Testing</li><li>M044 Group Allergen (Cat, Dog, Cockroach, Dustmites)</li><li>Other See Analytical Price Guide</li></ul> |                                                                                                                |             |                     |
| Preservation Method (Water):                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                |             |                     |
| Name of Sampler: Joe Venus                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                 | Signature of Sampler:                                                                                                                                                                                                                                                                                                                                       |                                                                                                                |             |                     |
| Sample #                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Sample Location                                                                                                                                                                                                                                                                                                                                                                 | Sample Type                                                                                                                                                                                                                                                                                                                                                 | Test Code                                                                                                      | Volume/Area | Date/Time Collected |
| Example: A1                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Kitchen                                                                                                                                                                                                                                                                                                                                                                         | Air                                                                                                                                                                                                                                                                                                                                                         | M001                                                                                                           | 75L         | 1/1/12 4:00 PM      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Bathroom                                                                                                                                                                                                                                                                                                                                                                        | Air                                                                                                                                                                                                                                                                                                                                                         | M001                                                                                                           | 75L         | 1/1/12 4:00 PM      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Bedroom                                                                                                                                                                                                                                                                                                                                                                         | Air                                                                                                                                                                                                                                                                                                                                                         | M001                                                                                                           | 75L         | 1/1/12 4:00 PM      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Living Room                                                                                                                                                                                                                                                                                                                                                                     | Air                                                                                                                                                                                                                                                                                                                                                         | M001                                                                                                           | 75L         | 1/1/12 4:00 PM      |

|                                    |  |                       |              |
|------------------------------------|--|-----------------------|--------------|
| Client Sample # (s):               |  | Total # of Samples: 3 |              |
| Relinquished (Client): Joe Venus   |  | Date: 12/17/15        | Time: 4PM    |
| Received (Client): <i>L. Berba</i> |  | Date: 12/21/15        | Time: 3:00pm |
| Comments:                          |  |                       |              |

(R) 8097 2631 0506  
1 of 1

Page 1 of 1 pages  
Page: 1 of 1



### EMSL Analytical, Inc.

11931 Industriplex, Suite 100 Baton Rouge, LA 70809  
Phone/Fax: (225) 755-1920 / (225) 755-1939  
Web: [www.EMSL.com](http://www.EMSL.com) / [info@emsl.com](mailto:info@emsl.com)

Order ID: 251508484  
Customer ID: ENVS63  
Customer PO: AC 041620  
Project ID:

|                                                                                           |                                                                                                                                                      |
|-------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Attn:</b> Joe Venus<br>Environmental Services<br>253 Oak Road<br>Hattiesburg, MS 39401 | <b>Phone:</b> 601-582-2277<br><b>Fax:</b> 601-582-2278<br><b>Collected:</b> 12/17/2015<br><b>Received:</b> 12/21/2015<br><b>Analyzed:</b> 12/22/2015 |
| <b>Proj:</b> Warren Guider                                                                |                                                                                                                                                      |

### Test Report: Microscopic Examination of Fungal Spores, Fungal Structures, Hyphae, and Other Particulates from Tape Samples (EMSL Method: M041)

| Lab Sample Number       | Client Sample ID | Sample Location | Category | Category | Category |  |  |
|-------------------------|------------------|-----------------|----------|----------|----------|--|--|
| 251508484-0001          | 1                | Room 1000000000 | High     | High     |          |  |  |
| 251508484-0002          | 2                | Room 1000000000 |          |          |          |  |  |
| 251508484-0003          | 3                | Room 1000000000 |          |          |          |  |  |
| Spore Types             | Category         | Category        | Category |          |          |  |  |
| Aspergillus/Trichothium |                  |                 |          |          |          |  |  |
| Alternaria              |                  |                 |          |          |          |  |  |
| Ascospores              |                  |                 |          |          |          |  |  |
| Aspergillus/Penicillium | High             | High            |          |          |          |  |  |
| Basidiomycetes          |                  |                 |          |          |          |  |  |
| Bipolaris               |                  |                 |          |          |          |  |  |
| Chaetomium              |                  |                 |          |          |          |  |  |
| Cladobotryum            |                  |                 |          |          |          |  |  |
| Coccidioides            |                  |                 |          |          |          |  |  |
| Eurotium                |                  |                 |          |          |          |  |  |
| Exophiala               |                  |                 |          |          |          |  |  |
| Fusarium                |                  |                 |          |          |          |  |  |
| Gaeumannomyces          |                  |                 |          |          |          |  |  |
| Mycobacterium           |                  |                 |          |          |          |  |  |
| Pezizomycetes           |                  |                 |          |          |          |  |  |
| Rhizoglyphus            |                  |                 |          |          |          |  |  |
| Sporobolomyces          |                  |                 |          |          |          |  |  |
| Stachybotrys            | High             | High            |          |          |          |  |  |
| Torula                  |                  |                 |          |          |          |  |  |
| Ustilago                |                  |                 |          |          |          |  |  |
| Unidentified Spores     |                  |                 |          |          |          |  |  |
| Zygomycetes             |                  |                 |          |          |          |  |  |
| Fungal Particulate      |                  |                 |          |          |          |  |  |
| Hyphae Fragment         |                  |                 |          |          |          |  |  |
| Insect Fragment         |                  |                 |          |          |          |  |  |
| Pollen                  |                  |                 |          |          |          |  |  |

Category: Sample was analyzed  
Date: 10/12/2016 Time: 11:00 AM Method: GC/MS Sample: 1016  
GC/MS: 1016 Sample: 1016 Method: GC/MS Sample: 1016  
GC/MS: 1016 Sample: 1016 Method: GC/MS Sample: 1016

No discernible band blank was recorded with this group of samples

*[Handwritten Signature]*

Bret H. Ziemann, Laboratory Manager  
or Other Approved Signatory

December 21, 2015

Mrs. Mary Sakalaios  
49 Tidewater Road  
Hattiesburg, MS 39402

RE: 1413 North Main Street

Mrs. Sakalaios,

I went and inspected the residence at 1413 North Main Street here in Hattiesburg per your request. I have found that his home is in terrible disrepair based on my findings. My understanding is that this home has not been lived in since 2008 yet you have maintained the yard maintenance.

While inspecting this home I have found that the power has been turned off to the home due to interior electrical wires overheating. Upon my entering the home I found it to have a very damp and musty smell to it. I started my inspection in the basement portion of the home and have found that there is a terrible moisture issue in this area. Upon further investigation I found mold in this area which you mentioned you were having it tested. I did inspect the electrical and found that it is very dated and appears that all wiring should be replaced. To replace the wiring and electrical panels we will need to remove all interior wall finishes and then replace and repaint all the walls. While doing this I would also recommend replacing all flooring as these will likely be damaged due to the wall demolition. I would also recommend replacing or cleaning the HVAC system since mold does exist in the home.

As far as stopping the moisture issue in the basement I would have to recommend excavating along the exterior portion of the basement wall, cleaning and sealing it with a waterproof sealer. Please note that this does not guarantee to stop the moisture issue. I would also recommend installing a French drain around the perimeter of the house to divert the water around it and keep it out of the basement.

Lastly, we do not recommend performing any of this work without first knowing what type of mold this is and having it removed professionally. I believe you mentioned that this was being performed and we would need a copy of it prior to pricing any work. Sadly, in my professional opinion the amount of work this home needs versus what the resale value would be is not a viable option in this case.

Sincerely,



Patrick Ward  
President

---

**ENVIROSAV, L.L.C.**  
*Phase I & Phase II Environmental Audits*

---

January 21, 2016

Ms. Mary M. Sakalarios  
49 Tidewater Road  
Hattiesburg, MS 39402

**RE: Mold Sample report and analyses at the proposed Dollar General property located on N. Main St. in Hattiesburg, Forrest County, Mississippi**

Dear Ms. Sakalarios:

Please find attached the report and sample results for the samples collected for mold analyses at the house located on N. Main St. in Hattiesburg, Forrest County, Mississippi.

A total of three samples were collected. Three different types of mold spores were identified from the collected samples. The worst of the three was identified as *Stachybotrys* and it had a high concentration. *Aspergillus/Penicillium* was also identified as being high. The *Myxomycetes* is a rare type not readily seen.

We hope this is the information that you have requested.

Any questions, please contact us.

Sincerely,



Warren Guider  
**ENVIROSAV, LLC**

cc: File

Warren Guider  
105 Montaign Drive  
Vicksburg, MS 39180

[envirosav@bellsouth.net](mailto:envirosav@bellsouth.net)

(601) 638-7575  
Mobile (601) 529-2464  
Fax (601) 638-6763

**SUMMARY REPORT OF FINDINGS**

**Mold Testing  
December 17, 2015**

**FOR  
ENVIROSAV  
105 Montaigne Drive  
Vicksburg, MS 39180**

**Inspected Building Address  
Main Street Hattiesburg MS 39401**

**PREPARED BY**

---

**JOE VENUS, JR  
ENVIRONMENTAL SERVICES, LLC  
253 DELK ROAD  
HATTIESBURG, MS 39401  
OFFICE 601.582.2277 FAX 601.582.2276**

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## **APPENDICES**

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| <b>APPENDIX A:</b> | Detailed Laboratory Mold Sample Results |
|--------------------|-----------------------------------------|

# ENVIRONMENTAL SERVICES, LLC

253 Delk Road Hattiesburg, MS 39401

Phone (601) 582-2277 Fax (601) 582-2276

## 1.0 INTRODUCTION

On July 20, 2015, Warren Guilder, of EnviroSav, 105 Montaigne Drive Vicksburg, MS 39180, retained Environmental Services, LLC to conduct a limited Mold Inspection, in the bottom floor office, of the house on Main Street, located in Hattiesburg MS 39401. The following investigation focuses on swab samples, non-invasive inspection for evidence of molds, mold contamination, and microbial growth as well as suspected instances of water intrusion. This report is supported by analytical data, which in the judgment of the inspector may warrant further evaluation and/or referral to an appropriate specialist. Three swab samples were taken and delivered to an independent laboratory for analysis. The independent lab results are located in **Appendix A** of this report. The survey was completed on December 17, 2015. Environmental Services, LLC conducted the following tasks:

### **1.1 Onsite Diagnostic Testing**

The following investigation was preformed on the building.

**Visual Inspection;** Environmental services LLC conducted a visual inspection of the area for signs of mold, staining, or water intrusion.

**Microbial Sampling;**

Swab samples are used to collect exposed microbial amplification areas.

**Moisture, Temperature, and Relative Humidity reading**

Samples for moisture, temperature and relative humidity were taken from the building.

### **1.2 Offsite Evaluation and Analysis**

**Microbial analysis:** Performed an analysis of the microbial sampling and an evaluation of possible remediation items that are incorporated in the reported documents.



## 2.0 SAMPLING CONCLUSIONS

These conclusions are based upon the results of Environmental Services, LLC onsite testing.

**2.1 Swab Sampling:** Sample reading are considered high when the spore counts are greater than 1,000 cfu/m<sup>3</sup>.

**Main Street House Bottom Floor office, Hattiesburg MS**

Two of the three swab samples were found to have High levels of the mold spore *Stachybotrys*. The *Stachybotrys* (Black Mold) spore was found in the first room ceiling material. The third sample was from the back area and had a low reading of mold spores. The detailed laboratory report is found in **Appendix A**, in the back of this report.

### **2.3 Moisture, Temperature, and Humidity Reading**

**Outside readings**

The temperature reading outside was 87 degrees Fahrenheit with Relative Humidity reading averaging 60%.

**Interior readings**

The temperature reading averaged 78 degrees Fahrenheit, with a Relative Humidity reading averaging 45%.

**Moisture reading**

The mid section of the ceilings where mold amplification was observed, had moisture content reading of 18-22 percent moisture.

The non affected areas of wall materials had moisture reading of 12-18 percent.

### **2.4 Visual Observations**

**General Observations**

The bottom office area had suspect water intrusion form the flat roof. It was a clear day during the inspection.

### 3.0 LIMITATIONS

This report is based upon information available to Environmental Services, LLC at the time of its writing. The limited mold inspection date was December 17, 2015. Any changes occurring after this date can alter the data in this inspection report. Should additional information be presented or discovered, Environmental Services, LLC reserves the right to review and, if necessary revise this report and our conclusions. The person or persons in charge of the facility should exercise care not to disturb the material in question, because of the potential of airborne mold exposure. If a problem is found, a professional with experience in the related field should be called to take care of the situation.

The liability of Environmental Services, LLC is limited to the amount paid by the client for this report. The client assumes all responsibility for the further distribution of this report and its contents. By making such distribution the client agrees to hold Environmental Services, LLC harmless against all claims of persons so informed of the contents hereof.

No medical opinions are provided or should be construed from the finding presented in this report.

## 4.0 CONCERNS and OBSERVATIONS

Based upon Environmental Services, LLC onsite testing and analysis the following findings are made.

### 4.1 Findings and Collusions

Main Street House, Hattiesburg, MS:

The area of concern is the ceiling of the bottom floor office area. The ceiling had suspect signs of water stains and visible signs of mold accumulation. The possible leak was coming from the flat roof covering the office area.

Treatment and cleaning of the lower office rooms, would include, but not limited to, containing the area, removing the sheetrock ceilings, removing of any porous materials, (cloth, carpet, paper products, etc.) and treating all materials that are not removed, cleaning of all areas in the room and wipe down of all surfaces with a product that kills and has a mold deterrent (one of these products is Fosters 40-80) is recommended for cleaning and removal of mold spores. All this work will be done with a decontamination unit and air scrubbers running during removal. The final cleaning will consist of misting/fogging the area after the removal is complete. The final cleaning would include the cleaning of the HVAC unit and ducts. A final air clearance would be run after the cleaning.

To keep down on Allergens and dusts some control can be accomplished by having all rooms regularly cleaned with a wipe down of all surfaces in the rooms including books, shelves, fans or other items. Removal of any stained or wet materials at the time of water intrusion, in rooms including any other porous materials, carpets, curtains, etc. helps in the fight to control the dust and allergen problems. These control solutions and any additional cleaning solutions are the first step to help with the dust and allergy problems encountered in school building. These control solutions or any other cleaning solutions are not intended to be the only way to prevent or remove dust and dirt, but they will help in the control of allergens. A specialized company in Mold Remediation should be contacted if mold growth is encountered and needs to be removed.

### 4.2 Control of Moisture

Identify any water intrusions and address it. This must include collecting of the water, and drying out all affected areas within a 24-hour period.

*None of the information contained herein should be constructed as a medical advice or a call to action for an evacuation or remediation. A qualified physician should make any decision, relative to medical significance.*

## 5.0 DISCUSSION

### 5.1 Microbial Sample Testing

#### Swab Samples:

Swab samples were taken on suspect areas of mold growth. Refer to their report for detailed explanation of testing results.

### 5.2 Offsite Analysis

#### Microbial Sampling Analysis

There are currently no *enforceable* regulatory standards pertaining to air, surface, or bulk concentrations of fungi and/or bacteria. In the absence of a regulatory standard, health, and safety practitioners find guidance from the American Conference of Governmental Industrial Hygienists (ACGIH) publication of the Bioaerosols Committee entitled "Guidelines for the Assessment of Bioaerosols in the indoor Environment". The ACGIH guidelines recommend medical assessment of symptoms, evaluation of building performance and use of professional judgment as primary means for investigating indoor air quality issues. According to the ACGIH, there are no scientific supportable numerical limits to which microbial air samples may be compared.

Air samples are best used as a means to determine if there is an amplification of microorganisms within the building as compared to the naturally occurring microorganisms outdoors. Air sampling may also be used to document the contribution of identified microorganisms and their sources to a particular air quality problem of complaint. The Environmental Protection Agency (EPA) has established guidelines for the remediation of mold in schools. The EPA recommends that remediation be based upon the size of the "mold growth area". The EPA designates three size areas.

|                     |                                                            |
|---------------------|------------------------------------------------------------|
| <b>Small Areas</b>  | Less than 10 square feet of affected area.                 |
| <b>Medium Areas</b> | For areas of 10 to 100 square feet affected                |
| <b>Large Areas</b>  | For areas of greater than 100 square feet of affected area |

## 6.0 COMMON MOLD CHARACTERISTICS

Molds (at times interchangeable with “mildew”) are found virtually everywhere in our environment and are a subgroup of the fungi family. Molds are simple microscopic organisms containing enzymes (responsible for digesting and decomposing) and spores (in charge of reproduction). Their mission is to digest the organic world around them.

Molds have been a part of our environment for thousands of years and normally do not have adverse effects unless they are growing in a concentrated form in a confined space that is being occupied by humans or are of a toxic species type. A 1994 Harvard University School of Public Health study of 10,000 homes in the United States and Canada found half had conditions of water damage and mold associated with a 50 to 100% increase in respiratory symptoms. Concentrated and toxic molds are showing up in homes as a result of changes in construction practices over the past thirty years. The practice of eliminating infiltration/exfiltration, of air leads to higher humidity levels in the home.

For mold to grow it needs:

Moisture or any type of water intrusion (*standing water, dampness, condensation, high humidity*)

Home materials containing cellulose (*wood, insulation, carpets, etc.*)

Limited ventilation or sunlight

Suitable temperatures (*mold grows at temperatures above 0 degrees Fahrenheit [-18 degrees C]*)

Given optimal conditions, mold spores will germinate within 24 hours. Optimal conditions for spore germination includes saturated home materials, humidity above 40%, temperatures between 68 degrees to 90 degrees Fahrenheit (20 degrees to 32 degrees C) and little or lack of light or air circulation. One square foot of moldy drywall can harbor more than 300 million mold spores. Mold growths can be detected by a musty smell and be seen in a form of discoloration ranging from white to orange and from green to black.

### 6.1 Types of Mold

#### Allergenic Molds

Are common molds that we normally find in the air that we breathe? They become a problem when the concentration of mold spores in an area becomes significantly greater than the mold spores we would normally find outdoors. When individuals affected by allergies are exposed to indoor air that has high levels of allergenic mold spores, they can become ill and start exhibiting symptoms such as fatigue, nasal and sinus congestion, eye irritation, and headaches.

#### Toxic Molds

Black mold *Stachybotrys* produce toxins called mycotoxins used to inhibit or prevent the growth of other organisms. Toxic gas from these molds can cause many of the same health issues as allergenic molds but, in addition, the exposure to toxic molds cause neurological damage and affects the central nervous system causing constant headaches, memory loss problems and mood changes.

*A trained professional can only positively identify Stachybotrys through a laboratory analysis. None of the information contained herein should be constructed as a medical advice or a call to action for the evacuation or remediation. A qualified physician should make any decision, relative to medical significance.*

## 7.0 MOLD CHARACTERISTICS FROM SURVEY RESULTS

The following are some fungal descriptions that are pertinent to the samples collected. General characterization of mold is made with respect to their most common impact to human health. Many genus of mold have species with varying characteristics.

### Spore Name-Description

Aspergillus/Penicillium-This species is considered common to indoor environments; it is widespread in the soil and on plants and is also considered a common contaminant of food. It has a musty odor and is reported to be an allergenic. It is commonly being implicated in pulmonary disease and reported to cause skin infections biological weapon.

Myxomycete- Natural habitat is decaying logs, decaying leavers, dung, etc.

Stachybotrys - Natural habitat decaying plant materials and dirt. Can be found in water damaged home materials such as ceiling tiles, gypsum board, etc. *Allergenic potential*- Type I (hay fever, asthma). *Stachybotrys* may play a role in the development of sick home syndrome. The presence of this fungus can be significant due to its ability to produce mycotoxins. The exposure to toxic molds cause neurological damage and affects the central nervous system causing constant headaches, memory loss problems and mood changes. Exposure to the toxins can occur through inhalation, ingestion, or skin exposure.

# **Appendix A**

## **Detailed Laboratory Report**

---

Joe Venus  
Environmental Services LLC.  
253 Delk Road  
Hattiesburg MS, 39401  
[Nspector@netdoor.com](mailto:Nspector@netdoor.com)  
601-408-1005 CellPhone



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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                    |                    |                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------------------|
| <b>Company:</b> Environmental Services                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                          | <b>MSL-Bill to:</b> <input type="checkbox"/> Same <input type="checkbox"/> Different<br><small>If Bill to is Different note instructions in Comments**</small>                                                                                                                                                                                                                       |                                                                                                                                                    |                    |                            |
| <b>Street:</b> 253 Delk Road                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Third Party Billing requires written authorization from third party</b>                                                                                                                                                                                                                                                                                                           |                                                                                                                                                    |                    |                            |
| <b>City:</b> Hattiesburg                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>State/Province:</b> MS                                                                                                                                                                                                                                                                                                                                                                                | <b>Zip/Postal Code:</b> 39401                                                                                                                                                                                                                                                                                                                                                        | <b>Country:</b> USA                                                                                                                                |                    |                            |
| <b>Report To (Name):</b> Joe Venus                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Telephone #:</b> 601 408 1005                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                    |                    |                            |
| <b>Email Address:</b> nspector@netdoor.com                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Fax #:</b>                                                                                                                                                                                                                                                                                                                                                                        | <b>Purchase Order:</b>                                                                                                                             |                    |                            |
| <b>Project Name/Number:</b> Warren Guider                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Please Provide Results:</b> <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax                                                                                                                                                                                                                                                   |                                                                                                                                                    |                    |                            |
| <b>U.S. State Samples Taken:</b> MS                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Connecticut Samples:</b> <input type="checkbox"/> Commercial <input type="checkbox"/> Residential                                                                                                                                                                                                                                                                                 |                                                                                                                                                    |                    |                            |
| <b>Turnaround Time (TAT) Options* - Please Check</b>                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                    |                    |                            |
| <input type="checkbox"/> 3 Hour <input type="checkbox"/> 6 Hour <input type="checkbox"/> 24 Hour <input checked="" type="checkbox"/> 48 Hour <input type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input type="checkbox"/> 1 Week <input type="checkbox"/> 2 Week                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                    |                    |                            |
| <small>*Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide. TATs are subject to methodology requirements.</small>                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                    |                    |                            |
| <b>Non Culturable Air Samples (Spore Traps) – Test Codes</b>                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                    |                    |                            |
| <ul style="list-style-type: none"> <li>• M001 Air-O-Cell</li> <li>• M049 BioSIS</li> <li>• M030 Micro 5</li> </ul>                                                                                                                                                                                                                                                                                                                                                                        | <ul style="list-style-type: none"> <li>• M173 Allegro M2</li> <li>• M003 Burkard</li> <li>• M174 MoldSnap</li> </ul>                                                                                                                                                                                                                                                                                     | <ul style="list-style-type: none"> <li>• M004 Allergenco</li> <li>• M043 Cyclex</li> <li>• M176 Relle Smart</li> </ul>                                                                                                                                                                                                                                                               | <ul style="list-style-type: none"> <li>• M032 Allergenco-D</li> <li>• M002 Cyclex-d</li> <li>• M130 Via-Cell</li> <li>• M172 Versa Trap</li> </ul> |                    |                            |
| <b>Other Microbiology Test Codes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                    |                    |                            |
| <ul style="list-style-type: none"> <li>• M041 Fungal Direct Examination</li> <li>• M005 Viable Fungi: ID and Count</li> <li>• M006 Viable Fungi: ID and Count (Speciation)</li> <li>• M007 Culturable Fungi</li> <li>• M008 Culturable Fungi (Speciation)</li> <li>• M009 Gram Stain Culturable Bacteria</li> <li>• M010 Bacterial Count and ID – 3 Most Prominent</li> <li>• M011 Bacterial Count and ID – 5 Most Prominent</li> <li>• M013 Sewage Contamination in Buildings</li> </ul> | <ul style="list-style-type: none"> <li>• M014 Endotoxin Analysis</li> <li>• M015 Heterotrophic Plate Count</li> <li>• M180 Real Time Q-PCR-ERM1 36 Panel</li> <li>• M018 Total Coliform (Membrane Filtration)</li> <li>• M020 Fecal Streptococcus (Membrane Filtration)</li> <li>• M210-215 Legionella Detection</li> <li>• M026 Recreational Water Screen</li> <li>• M027 Mycotoxin Analysis</li> </ul> | <ul style="list-style-type: none"> <li>• M029 Enterococci</li> <li>• M019 Fecal Coliform</li> <li>• M133 MRSA Analysis</li> <li>• M028 Cryptococcus neoformans Detection</li> <li>• M120 Histoplasma capsulatum Detection</li> <li>• M033-39 Allergen Testing</li> <li>• M044 Group Allergen (Cat, Dog, Cockroach, Dustmites)</li> <li>• Other See Analytical Price Guide</li> </ul> |                                                                                                                                                    |                    |                            |
| <b>Preservation Method (Water):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                    |                    |                            |
| <b>Name of Sampler:</b> Joe Venus                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Signature of Sampler:</b>                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                    |                    |                            |
| <b>Sample #</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Sample Location</b>                                                                                                                                                                                                                                                                                                                                                                                   | <b>Sample Type</b>                                                                                                                                                                                                                                                                                                                                                                   | <b>Test Code</b>                                                                                                                                   | <b>Volume/Area</b> | <b>Date/Time Collected</b> |
| Example: A1                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Kitchen                                                                                                                                                                                                                                                                                                                                                                                                  | Air                                                                                                                                                                                                                                                                                                                                                                                  | M001                                                                                                                                               | 75L                | 1/1/12 4:00 PM             |
| #1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Basement ceiling                                                                                                                                                                                                                                                                                                                                                                                         | Air                                                                                                                                                                                                                                                                                                                                                                                  | M001                                                                                                                                               | 75L                | 12/17/15                   |
| #2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Basement ceiling                                                                                                                                                                                                                                                                                                                                                                                         | Air                                                                                                                                                                                                                                                                                                                                                                                  | M001                                                                                                                                               | 75L                |                            |
| #3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Back room wall                                                                                                                                                                                                                                                                                                                                                                                           | Air                                                                                                                                                                                                                                                                                                                                                                                  | M001                                                                                                                                               | 75L                |                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                    |                    |                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                    |                    |                            |



|                                    |  |                       |              |
|------------------------------------|--|-----------------------|--------------|
| Client Sample # (s):               |  | Total # of Samples: 3 |              |
| Relinquished (Client): Joe Venus   |  | Date: 12/17/15        | Time: 4PM    |
| Received (Client): <i>L. Broda</i> |  | Date: 12/21/15        | Time: 3:00pm |
| Comments:                          |  |                       |              |

Page 1 of 1 pages  
Page 1 Of 1

(R) 8097 2631 0306  
1 of 1



### EMSL Analytical, Inc.

11931 Industriplex, Suite 100 Baton Rouge, LA 70809  
Phone/Fax: (225) 755-1920 / (225) 755-1989  
<http://www.EMSL.com> / [batonrouge@emsl.com](mailto:batonrouge@emsl.com)

Order ID: 251508484  
Customer ID: ENV563  
Customer PO: AC: 04162C  
Project ID:

Attn: Joe Venus  
Environmental Services  
253 Oak Road  
Hattiesburg, MS 39401

Phone: (601) 582-2277  
Fax: (601) 582-2276  
Collected: 12/17/2015  
Received: 12/21/2015  
Analyzed: 12/22/2015

Proj: Warren Guider

### Test Report: Microscopic Examination of Fungal Spores, Fungal Structures, Hyphae, and Other Particulates from Tape Samples (EMSL Method: M041)

| Lab Sample Number:      | 251508484-0001   | 251508484-0002   | 251508484-0003 |  |  |
|-------------------------|------------------|------------------|----------------|--|--|
| Client Sample ID:       | 1                | 2                | 3              |  |  |
| Sample Location:        | Basement Ceiling | Basement Ceiling | Back Room Wall |  |  |
| Spore Types             | Category         | Category         | Category       |  |  |
| Agaricoid/Capitatus     |                  |                  |                |  |  |
| Alternaria              |                  |                  |                |  |  |
| Ascospores              |                  |                  |                |  |  |
| Aspergillus/Penicillium | "High"           | "High"           |                |  |  |
| Basidiomycetes          |                  |                  |                |  |  |
| Bipolaris++             |                  |                  |                |  |  |
| Chaetomium              |                  |                  |                |  |  |
| Cladobotryum            |                  |                  |                |  |  |
| Curvularia              |                  |                  |                |  |  |
| Epicoccum               |                  |                  |                |  |  |
| Fusarium                |                  |                  |                |  |  |
| Ganoderma               |                  |                  |                |  |  |
| Myxomycetes++           |                  |                  | Rate           |  |  |
| Paeclomyces             |                  |                  |                |  |  |
| Rust                    |                  |                  |                |  |  |
| Scopulariopsis          |                  |                  |                |  |  |
| Stachybotrys            | "High"           | "High"           |                |  |  |
| Toninia                 |                  |                  |                |  |  |
| Ulocladium              |                  |                  |                |  |  |
| Unidentifiable Spores   |                  |                  |                |  |  |
| Zygomycetes             |                  |                  |                |  |  |
| Fibrous Particulate     |                  |                  | Rate           |  |  |
| Hyphal Fragment         |                  |                  |                |  |  |
| Insect Fragment         |                  |                  |                |  |  |
| Pollen                  |                  |                  |                |  |  |

Category: Countdown area analyzed  
Range: 1 to 10 Low: 11 to 100 Medium: 101 to 1000 High: >1000  
Bipolarities: + = Bipolarities Observed Negative - = Bipolarities Observed Positive  
+ = Sample contains living structures and/or lipids associated with the spores

No discernible field blank was submitted with this group of samples

*Brett Hertzmann*

Brett Hertzmann, Laboratory Manager  
or Other Approved Signatory

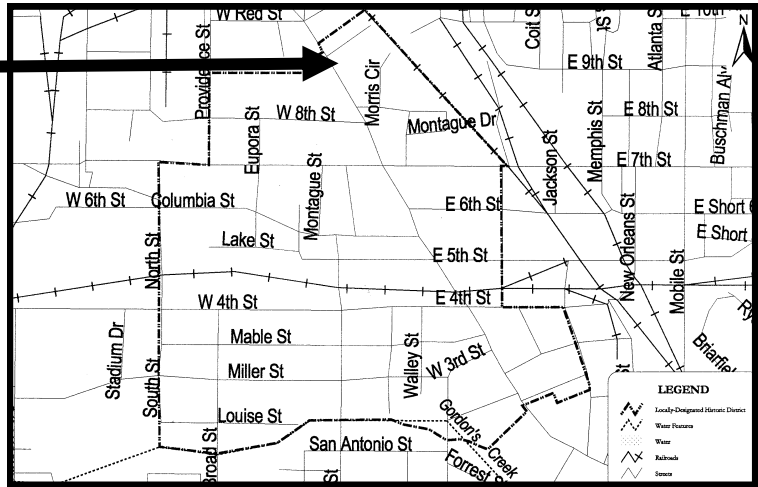
## Hattiesburg Historic Conservation Commission

### Application Data Sheet—Item 9

Historic District: North Main

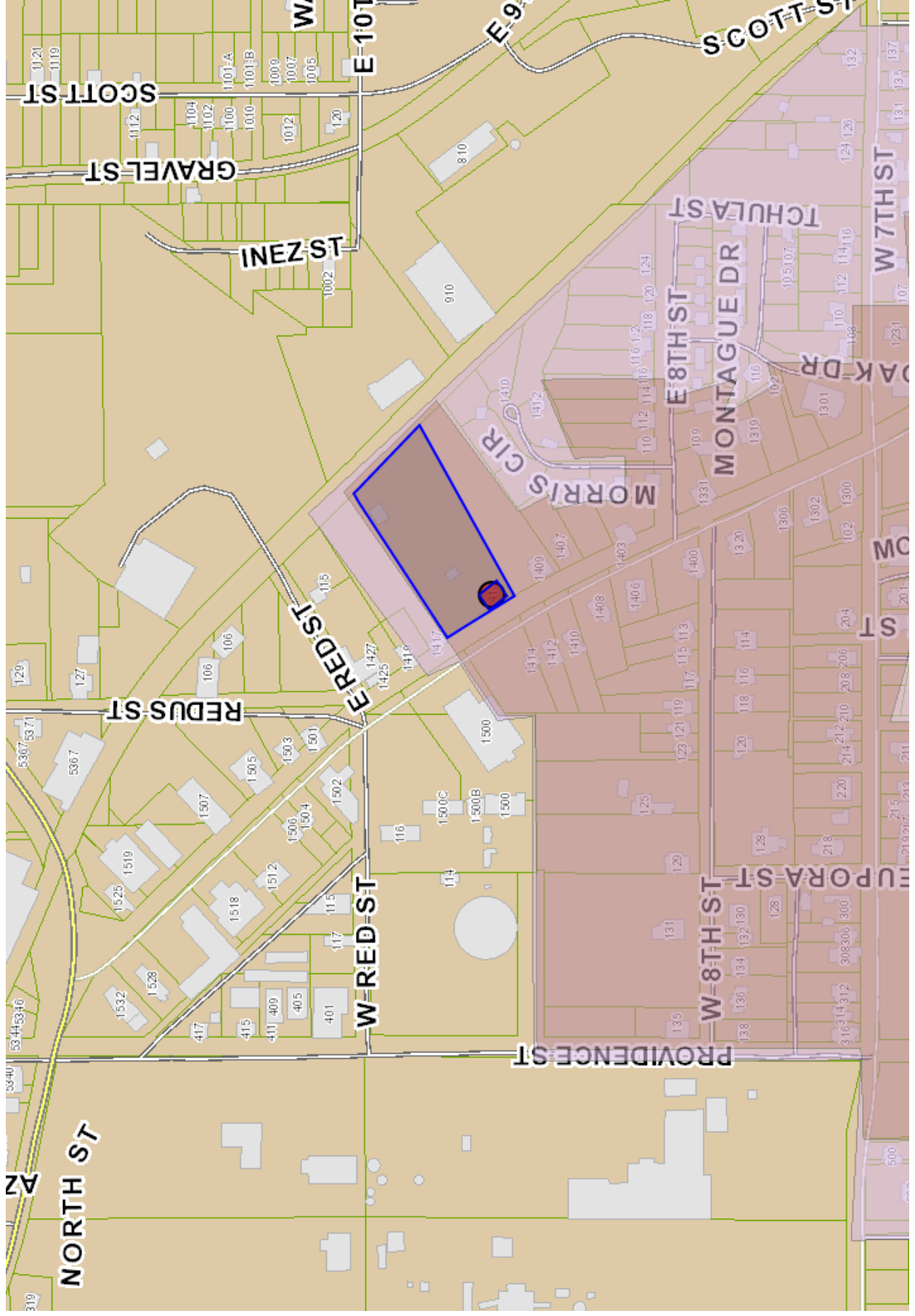
Address: 1413 N. Main St.

Significance: Contributing





1413 N. Main St.



## Adjacent Properties







State of Mississippi  
Department of Archives and History  
P.O. Box 571  
Jackson, MS 39205

# HISTORIC RESOURCES INVENTORY

NORTH MAIN DISTRICT

1. a. Property name, historic

b. Property name, common  
House

2. Property address / descriptive location

1413 Main  
Hattiesburg, MS 39401

3. Legal description (and acreage, if required) (see instructions) Com. SW/Cor SE $\frac{1}{4}$  NE  
 $\frac{1}{4}$  SE Alg NE Margin N Main St. 309.3' for POB E 490'  
Mol to Row GS & RR SEly 265.53' SWly 519.2' Nly 206'  
Mol to POB Blk. 172 Crittenden

4. Former / historic use(s)  
Residence

5. Present use  
Residence

6. Significant persons, events or themes  
associated with property

7. Date(s) of association with significant  
persons, events or themes

8. Date of construction  
☒ estimated 1936  
☐ documented

9. Date(s) of historic changes, if any  
☐ moved  
☐ enlarged / altered

10. Architect  
  
☐ documented ☐ attributed

11. Builder / contractor  
  
☐ documented ☐ attributed

12. Brief description

One-story wood frame residence with gable roof, boxed eaves, one chimney. The undercut entrance porch has pairs of boxed columns. The typical window is 6/6 double-hung and the entrance has a fanlight transom, 4-lites over 1-panel sidelites, and a wood door.

13. Outbuildings or secondary elements (if significant use separate form)

1 Carport, 2 Residences, 2 Outbuildings



14. MDAH Inventory Code

15. County FORREST

16. City or town HATTIESBURG  
☐ vicinity of

17. Was interior surveyed?  
No

18. Survey seq. no.  
127

19. Ownership  
☐ city  
☐ federal ☐ quasi-public agency  
☐ state ☐ non-profit organization  
☐ county ☒ private

20. USGS quadrangle map

21. UTM reference (if required) (see instructions)

22. Condition  
☐ excellent ☐ ruins  
☒ good ☐ no visible remains  
☐ fair ☐ incorporated into later structure  
☐ deteriorated

23. Post-historic changes and dates

24. Principal materials  
Walls: Wood/Siding  
Roof: Shingle/Asb.

25. Architectural character or style

Colonial Revival

## THIS SECTION FOR MDAH USE ONLY

26. Category

27. Functional type

28. Registration status and dates

☐ NHL  
☐ listed NR  
☐ in NR district  
☐ federal DOE  
☐ state landmark  
☐ local landmark  
☐ in local district  
☐ HABS / HAER

29. If located in historic district  
a. Name of district

b. Rating  
☐ pivotal ☐ marginal  
☐ contributing ☐ noncontributing  
☐ intrusion

c. District element number

30. Architectural or historical importance, if any

Built about 1936 for Frank S. Glenn, this Colonial Revival bungalow contributes to the architectural legacy of the neighborhood.

31. Historical or thematic context(s), if applicable

35. Owner's name and address (see instructions)

Mary Frances Morris  
1413 N. Main St.  
Hattiesburg, MS 39401

32. Additional remarks or continuation of other sections

36. Photographer or photo source

Robert J. Cangelosi, Jr.

37. Photo roll and frame number(s)

2286-7

38. Photo date

25 May 1990

33. Sources of information

Forrest County Assessors Records  
Sanborn Insurance Maps 1910,15,25,31,61  
City Directories 1905,10,18,21,27,29,35,37,39,41

39. Inventory form completed by  
(name and organization)

Robert J. Cangelosi, Jr.  
Koch and Wilson Architects

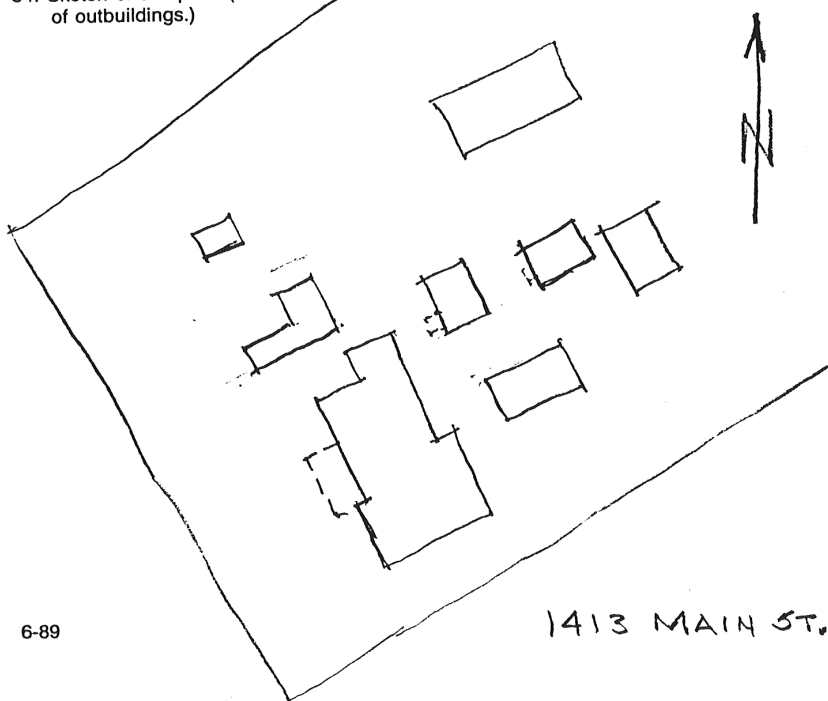
40. Survey project name

1990 Hattiesburg Survey

41. Date form completed

June 29, 1990

34. Sketch of site plan. (Include north arrow. Show outline of building shape and locations of outbuildings.)



THIS SECTION FOR MDAH USE ONLY

42. Other information in HPD files

43. Evaluation

- a. ☐ already listed in NR  
☐ appears individually eligible  
☐ potentially eligible if restored  
☐ would contribute to district  
☐ does not appear eligible  
☐ insufficient information  
☐ not applicable / not extant

b. Area(s) of significance

c. Evaluated by

d. Date of evaluation



**Additional views**



**North elevation**



**Rear (east) elevation**



**Outbuilding—garage/apartment**





Rendering of proposed building



John Reynolds  
927 North Main Street  
Hattiesburg, MS 39401  
601-818-8617



December 9, 2015

Hattiesburg Historic Conservation Commission  
City of Hattiesburg

RE: Proposed demolition of the contributing structure at 1413 North Main Street

Dear Commissioners:

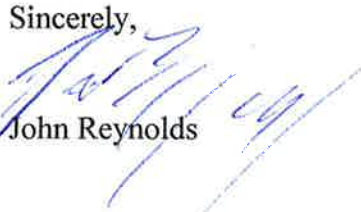
Due to a conflict with my work schedule, it is unlikely that I will be able to attend today's meeting of the Conservation Commission, but I would like to express my objection to this application for certificate of appropriateness. I am not opposed to the location of a Dollar General in our neighborhood, but there are many vacant properties, as well as vacant commercial structures that would be better suited to this type of endeavor.

Our neighborhood has already lost many of the contributing structures that collectively made it worthy of a listing on the National Register of Historic Places, and this was made worse by the destructive tornado that ripped through the neighborhood on February 10, 2013, destroying many more structures and causing severe damage to many others, such as my own home. I have worked very hard to restore my home and to maintain its historic integrity, and am hopeful that our neighborhood's designation as a conservation district will ensure that other buildings in the neighborhood also maintain their historic appeal and continue to contribute to the overall historic feel and legacy of the North Main.

I urge the commission to deny this request and I hope that the applicants will find another more suitable location within the neighborhood in which to build and become a contributing part of the North Main Historic Neighborhood.

Thanks for your attention to this matter. Please feel free to contact me if further information is required.

Sincerely,

  
John Reynolds

## Archer, Russell

---

**From:** Tom Boldo <tomithey@gmail.com>  
**Sent:** Wednesday, February 03, 2016 11:21 AM  
**To:** Archer, Russell  
**Cc:** john.reynolds@usm.edu  
**Subject:** Dollar General

Hi Russell,

I would love to be in town for the meeting next Wednesday regarding the house getting demolished for a Dollar General, however I will be out of town for a meeting. I've tried to rearrange my schedule to be here but it is just not possible, since I didn't know about this far enough in advance.

I was hoping if I pass my objections on to you they might be taken into consideration.

I am completely opposed to the demolition of the house at 1413 Main St. The property appears to be in good condition and should be preserved for its historic nature. The chances that someone will purchase the lot and put a new home on it are unlikely considering how many other vacant lots there are in the area. Demolishing the home will only lead to it being replaced by a commercial building.

It seems to me that the plan is to get approval to demolish the home, only so that later when a plan is presented to build a Dollar General on the lot it will not be as resisted by the public because the house will already be gone. We do not need any more businesses on Main street and should be working to preserve the neighborhood as just that, as neighborhood, not a business district.

We do not need a Dollar General on our street. We already have a Family Dollar one block from that location. Aside from the redundancy of putting another dollar store within a block from an existing one, there are plenty of more appropriate lots on the street where they could put a Dollar General that would not require demolition of a historic home. There is a vacant lot right next door to the Family Dollar, at 1315 Main St. There are also vacant lots at 1027, 1020, and 1024 Main St. The ones at 1020 and 1024 are currently advertised for sale. The lot at 1015 Main St has a shell of a building that could be demolished and the lot could be combined with the vacant lot at 1019 to make plenty of room for a Dollar General.

I am also opposed to putting another business on the 8th and 9th block of Main Street due to traffic. Currently Main street at the intersections of 7th and 4th are very busy with foot and vehicle traffic due to the number of businesses. Putting another business on my block would cause a great disturbance to everyone on those blocks due to increased foot and vehicle traffic in a residential area.

Right now, the majority of business at the Family Dollar is via foot traffic from the neighboring homes. Being that there are not nearly as many homes near the proposed location of the Dollar General I cannot see that people would walk the extra block or two to get to it instead of going to the Family Dollar. This could lead to a historic home being demolished just to put in a business that might fail shortly after.

I love my neighborhood and I would like to see it continue as a peaceful neighborhood with less businesses, especially redundant ones.

Thank you!  
Tom Ramirez-Boldo

1406 N Main St  
512-619-4520



To: Historic Preservation Committee,

This is Shirley H. Throssen,  
I live at 1410 N. Main St.  
I live across from the  
~~proposed~~ site for a  
Dallas General Store.  
I have spent over \$100,000  
dollars redoing my  
house, redone from top  
to bottom. None taken  
an eye out in the city  
and have made a beautiful  
home and yard for myself  
on a beautiful site for  
the city. This would take  
away all I have done.  
It would greatly depreciate  
the value of my home.  
Also it would not be a safe  
home any longer w/ all the  
foot traffic and theft  
that will go on there.  
I do not want this

Police will constantly  
there for problems. This  
is not what I want my  
Grand & great Grand  
to see or be a part of.

This will be a trouble  
site for all this neighbor,  
we have enough bad  
things happening from  
the other one. I am  
totally against this

I want you  
Shirley Johnson  
1410 N. Main St.  
City  
601-402-4332

SS





HISTORIC PRESERVATION

Jim Woodrick, director

PO Box 571, Jackson, MS 39205-0571

601-576-6940 • Fax 601-576-6955

[mdah.state.ms.us](http://mdah.state.ms.us)

2/8/16

Mr. Russell Archer  
Historic Preservation Planner  
City of Hattiesburg  
P.O. Box 1898  
Hattiesburg, MS 39403

Dear Mr. Archer:

I hope this letter finds you well. I am writing in response to your notification to MDAH regarding a demolition request submitted to the Hattiesburg Historic Conservation Commission for 1413 North Main Street. As you know, the property under review for demolition is a contributing resource to the North Main Street Local and National Register Historic Districts and its loss would certainly diminish the architectural and historical integrity of the neighborhood.

Through the Certified Local Government partnership with the National Park Service and MDAH, the City of Hattiesburg made a commitment to promoting best historic preservation policies. With this considered, I support the Conservation Commission and the City's continued effort to work with the applicants to find an alternative solution to the demolition of the 1413 North Main Street property and preserve the historic continuity of the neighborhood.

As the Conservation Commission and City work with the applicants to move forward with this case, please feel free to contact MDAH if you require any assistance.

Sincerely,

Barry White  
Local Government Assistance Coordinator  
[bwhite@mdah.state.ms.us](mailto:bwhite@mdah.state.ms.us)  
601-576-6953













V1008-W  
V1008-G

FLUORESCENTS

FILE STORAGE















PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Mary Elizabeth Morris Sakalairo, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, for property located at 1413 N. Main Street.

After hearing the Hattiesburg Historic Conservation Commission vote that the petition be DENIED, Tim Farris, on behalf of Mary Elizabeth Morris Sakalairo, Owner, being aggrieved with the vote, filed a request for hearing before the Mayor and City Council of the City of Hattiesburg, as provided by law.

NOW, THEREFORE, NOTICE IS GIVEN that a public hearing in relation to the petition as hereinabove set forth will be held Monday, May 2, 2016, at 4 P.M. in the City Hall Building, 2<sup>nd</sup> Floor, City Council Room, 200 Forrest Street, Hattiesburg, Mississippi, at which time and at which said hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 6th day of April, A.D., 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/  
CITY CLERK

(SEAL)

Publish (1) Friday, April 15, 2016  
City of Hattiesburg  
Return PROOF to City Clerk's Office  
P.O. Box 1898  
Hattiesburg, MS. 39403-1898



# City of Hattiesburg, MS

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

## Master

**File Number: 2016-2572**

**File ID:** 2016-2572

**Type:** Regular Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 03/30/2016

**Brief Title:** Unadvertised bids for the period of 1/27/2016  
through 3/28/2016

**Final Action:**

**Minute Book Number:** MB2016-93

**Title:**

Acknowledge receipt of the unadvertised bid purchase docket for the  
period of January 27, 2016 through March 28, 2016 as provided.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Unadvertised bids.

**Enactment Number:**

**Contact:**

**Meeting Date:**

**Drafter:** Kermas Eaton

**Effective Date:**

### History of Legislative File

| Ver-<br>sion: | Acting Body: | Date:      | Action: | Sent To: | Due Date: | Return<br>Date: | Result: |
|---------------|--------------|------------|---------|----------|-----------|-----------------|---------|
| 1             | City Council | 04/05/2016 |         |          |           |                 |         |

### Text of Legislative File 2016-2572

**Title**

Acknowledge receipt of the unadvertised bid purchase docket for the period of January 27,  
2016 through March 28, 2016 as provided.

**Summary**

Unadvertised bids.

**Budget Information**

**Expenditure Type**

**Purchasing Item**

**Publication Information**





**Mayor**

*Johnny L. DuPree, Ph.D.*

**Council - Ward 1**

*Kim Bradley*

**Council - Ward 2**

*Deborah Denard Delgado*

**Council - Ward 3**

*Carter Carroll*

**Council - Ward 4**

*Mary Dryden*

**Council - Ward 5**

*Henry Naylor*

**MEMORANDUM**

TO: Mayor and Council

FROM: Verlina Underwood, Purchasing Department 

DATE: March 29, 2016

SUBJECT: Unadvertised Bid Docket Acknowledgement

Attached is the purchase docket for the period of January 27, 2016 through March 28, 2016 covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review and acknowledgement on the minutes of the City Council. Should there be any questions, please do not hesitate to contact me.

BILL TO:  
CITY OF HATTIESBURG  
ACCOUNTING DEPT  
PO BOX 1898  
HATTIESBURG, MS 39403-1898  
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG  
PURCHASE ORDER  
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1  
Date 02/23/16  
PO No. 159049  
Req No. 2339

VENDOR MAILING:  
FERRARA FIRE APPARATUS INC  
PO BOX 249  
HOLDEN LA 70744-0249

DANIELS, ROBERT  
VENDOR # 90011799  
(601) 5823311

SHIP TO:  
CITY OF HATTIESBURG  
FIRE DEPT-STATION #8  
104 LAMAR BLVD  
HATTIESBURG MS 39402

PROCESSING CODE:

PROJECT LINE: REPLACEMENT FIRE HOSE

SEND METHOD 1 (225)5674186

| Account #   | Description                                                                                                                                                                 | QTY   | UM | UNIT COST | TOTAL COST |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----|-----------|------------|
| 001160.5470 | RC50-450Y-100-STORZ<br>ACTION ONLY LDH SUPPLY HOSE 100" W 5 INCH STORZ, KEY FIRE<br>HOSE KOCHER COUPLINGS --YELLOW LETTERED "HFD"<br>ALL PRICES SHOULD INCLUDE ANY SHIPPING | 10.00 | EA | 540.5000  | 5,405.00   |
| 001160.5470 | BIG 10 DJ FIRE HOSE<br>DP25-800 2.5 X 50' COLOR IMPREGNATED YELLOW, LETTERED "HFD"                                                                                          | 30.00 | EA | 153.0000  | 4,590.00   |



TOTAL CONTRACT AMOUNT NOT TO EXCEED

9,995.00

SUBMIT SEPARATE INVOICES FOR  
EACH ORDER. PREPAY SHIPPING  
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR  
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR  
ADDRESS ABOVE, CONTACT ACCOUNTING  
(601) 545-4686.

KERMAE EATON  
CITY CLERK

43530

FERRARA FIRE APPARATUS IN  
PO BOX 249  
WILDEN LA 70744-0249

CITY OF HATTIESBURG  
QUOTE REQUEST RESPONSE FORM

Mail To. . . . .

CITY OF HATTIESBURG  
RECREATION DIVISION  
220 W FRONT ST. 2ND FLOOR  
PO BOX 1898  
HATTIESBURG MS 39401

Page No. . . . .  
Date . . . . . 2/18/16  
Order Number . . . . . 2339 00

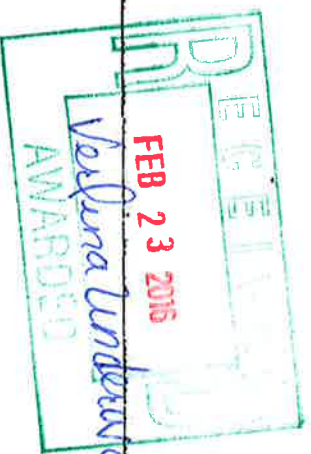
PRINTED NAME MARK S. Flowers 601/466-9446 Phone Number . . . 601 5454512

SIGNATURE Mark S. Flowers DATE 2/18/16 Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: REPLACEMENT FIRE HOSE

| ITEM DESCRIPTION                                                                                                                                                             | Request Date | QTY   | UM | Unit Price | Extended Cost | Delivery Date | Expired Date |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------|----|------------|---------------|---------------|--------------|
| R50-450M-100-STORE<br>ACTION ONLY LHM SUPPLY LOSE 100" W 5 INCH STORE, EASY FIRE<br>HOSE KNOTTER OUTLINES -- YELLOW LETTERED "HFD"<br>ALL PRICES SHOULD INCLUDE ANY SHIPPING | 02/05/16     | 10.00 | EA | 340.30     | 3403.00       | 6 weeks       | 3/21/16      |
| BIG 10 DI FIRE HOSE<br>DIF25-800 2.5 X 50' COLOR IMPREGNATED YELLOW, LETTERED "HFD"                                                                                          | 02/05/16     | 30.00 | EA | 153.00     | 4590.00       | 6 weeks       | 3/21/16      |

TOTAL BID PRICE \$9993.00



Ferrara Underwood

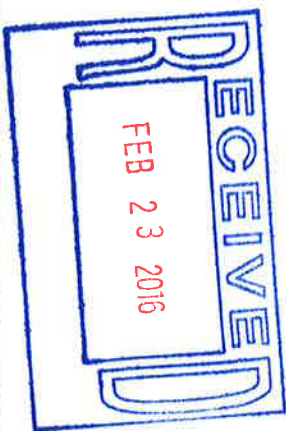
CITY OF HATTIESBURG  
QUOTE REQUEST RESPONSE FORMFERRARA FIRE APPARATUS IN  
PO BOX 249  
HOLDEN LA 70744-0249

Mail To . . . . .

CITY OF HATTIESBURG  
PURCHASING DIVISION  
220 W FRONT ST. 2ND FLOOR  
PO BOX 1898  
HATTIESBURG MS 39401Page No. . . . . 1  
Date - . . . . 2/18/16  
Order Number . . . . 2339 00PRINTED NAME MARK S. Flowers (601) 546-9444 Phone Number . . . 601 5454512SIGNATURE Mark S. Flowers DATE 2/18/16 (202) 587-4116 fax Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: REPLACEMENT FIRE HOSE

| ITEM DESCRIPTION                                                                                                                                                            | Request Date | QTY   | UM | Unit Price    | Extended Cost  | Delivery Date  | Expired Date   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------|----|---------------|----------------|----------------|----------------|
| EC50-4501-100-STORZ<br>ACTION ONLY LDH SUPPLY HOSE 100" W 5 INCH STORZ, KEY FIRE<br>HOSE KOCHEK COUPLINGS --YELLOW LETTERED "HFD"<br>ALL PRICES SHOULD INCLUDE ANY SHIPPING | 02/05/16     | 10.00 | EA | <u>540.50</u> | <u>5405.00</u> | <u>6 weeks</u> | <u>3/31/16</u> |

BIG 10 DI FIRE HOSE  
DP25-800 2.5 X 50' COLOR IMPREGNATED YELLOW, LETTERED "HFD" 02/05/16 30.00 EA \$153.00 4590.00 6 weeks 3/31/16TOTAL BID PRICE \$9995.00

BILL TO:  
CITY OF HATTIESBURG  
ACCOUNTING DEPT  
PO BOX 1898  
HATTIESBURG, MS 39403-1898  
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG  
PURCHASE ORDER  
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page 1  
Date 03/04/16  
PO No. 159336  
Req No. 2347

VENDOR MAILING:  
ADCOCK AND ADCOCK INC  
ADCOCK POOLS AND SPA  
6192 US HIGHWAY 98 W  
HATTIESBURG MS 39402-8530

JONES, ANN

(601) 5454661

SHIP TO :  
CITY OF HATTIESBURG  
REC-RECREATION CENTER(OLD YMCA)  
300 N 12TH AVENUE  
HATTIESBURG MS 39401

PROJECT LINE: BEN MCNAIR POOL-REPLASTER

Account #

Description

QTY

UM

UNIT COST

TOTAL COST

0002315.7350

VENDOR SHALL

Provide Material, labor, and equipment to replaster  
pool at Ben McNair Pool as per specifications

1.00

EA

49,455.0000

49,455.00

PROCESSING CODE:

SEND METHOD 0 ( )



TOTAL CONTRACT AMOUNT NOT TO EXCEED

49,455.00

SUBMIT SEPARATE INVOICES FOR  
EACH ORDER. PREPAY SHIPPING  
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR  
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR  
ADDRESS ABOVE, CONTACT ACCOUNTING  
(601) 545-4686.

KERMAE EATON  
CITY CLERK



Mar 03 16 11:30a

02/24/2016 WED 13:41 FAX 6015456669 Hattiesburg Purchasing

p.2

0003/004

43530

CITY OF HATTIESBURG  
QUOTE REQUEST RESPONSE FORM

ADDOCE AND ADDOCE INC  
ADDOCE POOLS AND SPA  
6192 US HIGHWAY 98 W  
HATTIESBURG MS 39402-8530

Bail To...  
CITY OF HATTIESBURG  
PURCHASING DIVISION  
220 W FRONT ST. 2ND FLOOR  
PO BOX 1898  
HATTIESBURG MS 39401

Page No. 1  
Date 2/24/16  
Order Number 2347 00

PRINTED NAME James E. Alcock

Phone Number . . . 601 5454512

SIGNATURE [Signature] DATE 03/03/16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: BEN MCNAIR POOL-REPLASTER

| ITEM DESCRIPTION                                                                                                      | Request Date | QTY  | Unit | Unit Price | Extended Cost | Delivery Date | Expired Date |
|-----------------------------------------------------------------------------------------------------------------------|--------------|------|------|------------|---------------|---------------|--------------|
| VENDOR SHALL<br>Provide Material, labor, and equipment to replaster<br>pool at Ben McNaair Pool as per specifications | 02/24/16     | 1.00 | EA   | 49,455.00  | 49,455.00     | 03/30/16      | 04/30/16     |

TOTAL BID PRICE 49,455.00



[Signature]

3/4/16

Mar.02.2016 05:28 PM Tropical Pools & Spas  
03/02/2016 14:43 FAX 6015456669 Hattiesburg Purchasing

6015797386

PAGE. 1/ 1

0004/004

43330

TROPICAL POOL AND SPAS LL  
6414 US HWY 90 N STE #10  
HATTIESBURG MS 39402

CITY OF HATTIESBURG  
QUOTE REQUEST RESPONSE FORM

Page No. . . . . 1  
Date - . . . . 2/24/16  
Order Number . . . . 2322 00

Mail To . . . . . CITY OF HATTIESBURG  
PURCHASING DIVISION  
220 W FRONT ST 2ND FLOOR  
PO BOX 1892  
HATTIESBURG MS 39401

Phone Number . . . . . 601 5454512

PRINTED NAME Bobby Flint  
SIGNATURE [Signature] DATE 3-2-16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: BEN MCNAIR POOL-REPLASTER

| ITEM DESCRIPTION                                                                                                                | Request Date | QTY  | TM | Unit Price | Extended Cost | Delivery Date | Expired Date |
|---------------------------------------------------------------------------------------------------------------------------------|--------------|------|----|------------|---------------|---------------|--------------|
| 02/24/16<br>VENDOR SHAL<br>Provide Material, labor, and equipment to replaster<br>pool at Ben McNair Pool as per specifications | 02/24/16     | 1.00 | EA | \$75.00    | \$75.00       | 4-11-16       | 4-11-16      |

TOTAL BID PRICE \$75.00





BILL TO: CITY OF HATTIESBURG  
 ACCOUNTING DEPT  
 PO BOX 1898  
 HATTIESBURG, MS 39403-1898  
 FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG  
 PURCHASE ORDER  
 THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page 1  
 Date 03/04/16

PO No. 159337  
 Req No. 2354

VENDOR MAILING:  
 CERTIFIED LABORATORIES  
 ATTN ED ASSAF  
 1004 RICHBURG RD  
 HATTIESBURG MS 39402-9054

WILLIAMSON, KERI (601) 5454648

VENDOR # 90001197

SHIP TO:  
 CITY OF HATTIESBURG  
 PUBLIC WORKS DEPT  
 1202 JAMES STREET  
 HATTIESBURG MS 39401

PROJECT LINE: CHEMICALS FOR CITYWIDE USE

| Account #   | Description            | QTY  | UM | UNIT COST   | TOTAL COST |
|-------------|------------------------|------|----|-------------|------------|
| 001250.5130 | TRAILBLAZER<br>GALLONS | 1.00 | EA | 19,690.0000 | 19,690.00  |



TOTAL CONTRACT AMOUNT NOT TO EXCEED 19,690.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERIMAS EATON  
 CITY CLERK

CITY OF HATTIESBURG  
QUOTE REQUEST RESPONSE FORM

Page no. . . . . 3/01/16  
Date . . . . . 2354 00  
Order Number . . . . .

CERTIFIED LABORATORIES  
ATTN ED ASSAF  
1004 RICHBURG RD  
HATTIESBURG MS 39402-9054

Mail To . . . . . CITY OF HATTIESBURG  
PURCHASING DIVISION  
220 W FRONT ST. 2ND FLOOR  
PO BOX 1898  
HATTIESBURG MS 39401

PRINTED NAME ED ASSAF

Phone Number . . 601 5454512

SIGNATURE ED Assaf DATE 4-2-16

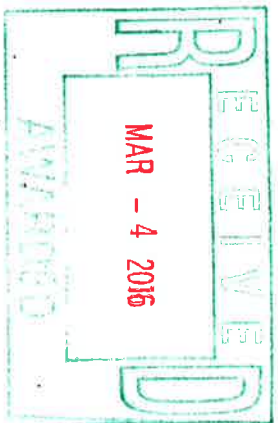
Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CHEMICALS FOR CITYWIDE USE

TRAILBLAZER  
GALLONS

| ITEM DESCRIPTION | Request Date | QTY    | LN | Unit Price | Extended Cost | Delivery Date | Expired Date |
|------------------|--------------|--------|----|------------|---------------|---------------|--------------|
|                  | 03/01/16     | 220.00 | EA | \$89.50    | \$19,690      | Mar 9         | Mar 31       |

TOTAL BID PRICE \$19,690



43530

CITY OF HATTIESBURG  
QUOTE REQUEST RESPONSE FORM

Page No. . . . . 3/01/16  
Date - . . . . 2554 00  
Order Number . . . .

MANTEX  
PO BOX 660196  
IRVING TX 75266-0196

Mail To. . . . . CITY OF HATTIESBURG  
PURCHASING DIVISION  
220 W FRONT ST. 2ND FLOOR  
PO BOX 1898  
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Nancy SURLEY

SIGNATURE [Signature] DATE 3/2/16

PROJECT LINE: CHEMICALS FOR CITYWIDE USE

Shipping terms are F.O.B. destination, freight prepaid

| ITEM                    | DESCRIPTION | Request Date | QTY    | Unit | Price   | Extended Cost | Delivery Date | Expired Date |
|-------------------------|-------------|--------------|--------|------|---------|---------------|---------------|--------------|
| TRAILER/AZER<br>GALLONS | 220.00      | 03/01/16     | 220.00 | EA   | \$94.00 | \$20,680.00   | 3/5/16        | 3/5/16       |

TOTAL BID PRICE \$20,680.00



BILL TO:  
 CITY OF HATTIESBURG  
 ACCOUNTING DEPT  
 PO BOX 1898  
 HATTIESBURG, MS 39403-1898  
 FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG  
 PURCHASE ORDER  
 THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432  
 POINT OF CONTACT:

Page 1  
 Date 03/14/16  
 PO No. 159543  
 Req No. 2359

VENDOR MAILING:  
 PUCKETT RENTS  
 7128 US HIGHWAY 49 N  
 HATTIESBURG MS 39402-9374

MOORE, KIMBERLY (601) 5828594  
 VENDOR # 90059145

SHIP TO :  
 CITY OF HATTIESBURG  
 PUBLIC WORKS DEPT  
 1202 JAMES STREET  
 HATTIESBURG MS 39401

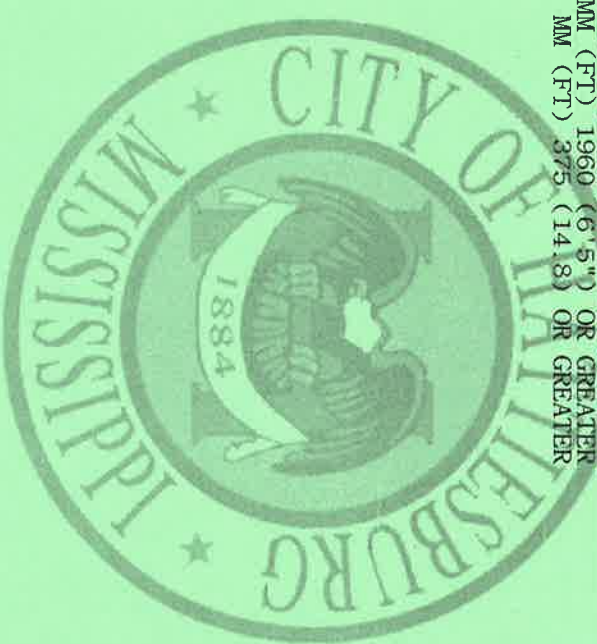
PROCESSING CODE:

PROJECT LINE: MINI EXCAVATOR

SEND METHOD 1 (601)2640157

| Account # | Description | QTY | UM | UNIT COST | TOTAL COST |
|-----------|-------------|-----|----|-----------|------------|
|-----------|-------------|-----|----|-----------|------------|

|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |      |    |             |           |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----|-------------|-----------|
| 001250.7399 | MINI EXCAVATOR<br>TIER 4 EMISSION RATING<br>NET POWER, KW (HP) @ RATED RPM NO LESS THAN 26.8 (35.9) @<br>2400 DISPLACEMENT, 1 (CU IN) 2.19 (34) OR GREATER<br>PUMP TYPE VARIABLE AXIAL PISTON<br>TOTAL PUMP FLOW, L/M (GPM) 119.3 (31.5) OR GREATER<br>AUXILIARY HYD. MAX FLOW RATE, L/M (GPM) 70 (18.5) OR GREATER<br>TRACK WIDTH, MM (IN) 400 (15.7) OR GREATER<br>OVERALL TRACK LENGTH, MM (FT) 2500 (8'2") OR GREATER<br>BLADE WIDTH, MM (FT) 1960 (6'5") OR GREATER<br>BLADE HEIGHT, MM (FT) 375 (14.8) OR GREATER | 1.00 | EA | 47,010.2300 | 47,010.23 |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----|-------------|-----------|



TOTAL CONTRACT AMOUNT NOT TO EXCEED

47,010.23

SUBMIT SEPARATE INVOICES FOR  
 EACH ORDER. PREPAY SHIPPING  
 CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR  
 ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR  
 ADDRESS ABOVE, CONTACT ACCOUNTING  
 (601) 545-4686.

KERMAE EATON  
 CITY CLERK



43530

PICKETT RENTS  
7128 US HIGHWAY 49 N  
HATTIESBURG MS 39402-9974

CITY OF HATTIESBURG  
QUOTE REQUEST RESPONSE FORM

Mail To: . . . . .  
CITY OF HATTIESBURG  
PURCHASING DIVISION  
230 E FRONT ST 2ND FLOOR  
PO BOX 1599  
HATTIESBURG MS 39401

Page No. . . . .  
Date 3/09/16  
Order Number 2539 01

Phone Number . . 601 5454512

PRINTED NAME Pocket Rents (Gretchen Howell)

SIGNATURE Gretchen Howell DATE 3/11/16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: MINI EXCAVATOR

| ITEM DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Request Date | QTY  | Unit | Unit Price | Extended Cost | Delivery Date | Expired Date |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------|------|------------|---------------|---------------|--------------|
| MINI EXCAVATOR<br>NET POWER, HP (CR) 6 (F) 1000 RPM NO LESS THAN 25.8 (35.9) 0<br>2400 INCHES/ACCUENT, 1 (CU IN) 2.19 (34) OR GREATER<br>PUMP TYPE VARIABLE AT/AL PISTON<br>TOTAL PUMP FLOW, L/H (GPM) 119.3 (31.5) OR GREATER<br>ACTUALARY HYD. MAX FLOW RATE, L/H (GPM) 20 (18.5) OR GREATER<br>TRACK WIDTH, IN (IN) 400 (15.7) OR GREATER<br>OVERALL TRACK LENGTH, IN (FT) 2500 (8'2") OR GREATER<br>BLADE WIDTH, IN (FT) 1900 (5'5") OR GREATER<br>BLADE HEIGHT, IN (FT) 375 (14.8) OR GREATER | 03/09/16     | 1.00 | EA   | 47,010.23  | 47,010.23     | 3/18/16       | 30.          |

TOTAL BID PRICE 47,010.23

305E2 EXCAVATOR w/ 24" Bucket  
Add HYDRAULIC THUMB — EXTRA 1711.15  
Add 51" Ditch Bucket — EXTRA 870.15

2581.32



Verline Henderson

3/14/2016

CITY OF HATTIESBURG  
QUOTE REQUEST RESPONSE FORMPage No. . . . . 1  
Date 3/09/16  
Order Number . . . . 2359 00STRIELING EQUIPMENT CO. L.  
PO BOX 15608  
HATTIESBURG MS 39404-5608

Mail To. . . . .

CITY OF HATTIESBURG  
PURCHASING DIVISION  
220 W FRONT ST. 2ND FLOOR  
PO BOX 1898  
HATTIESBURG MS 39401PRINTED NAME Larry Reynolds

Phone Number . . 601 5454512

SIGNATURE Larry Reynolds DATE 03-10-16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: MINI EXCAVATOR

| ITEM DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Request Date | QTY  | Unit | Unit Price | Extended Cost | Delivery Date | Expired Date |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------|------|------------|---------------|---------------|--------------|
| MINI EXCAVATOR<br>TIER 4 EMISSION RATING<br>NET POWER, KW (HP) 1 (CU IN) 2.19 (34) OR GREATER<br>2400 DISPLACEMENT, 1 (CU IN) 2.19 (34) OR GREATER<br>PUMP TYPE VARIABLE AXIAL PISTON<br>TOTAL PUMP FLOW, L/M (GPM) 119.3 (31.5) OR GREATER<br>AUXILIARY HYD. MAX FLOW RATE, L/M (GPM) 70 (18.5) OR GREATER<br>TRACK WIDTH, MM (IN) 400 (15.7) OR GREATER<br>OVERALL TRACK LENGTH, MM (FT) 2500 (8.2) OR GREATER<br>BLADE WIDTH, MM (FT) 1960 (6.5) OR GREATER<br>BLADE HEIGHT, MM (FT) 375 (1.4) OR GREATER | 03/09/16     | 1.00 | EA   | \$55600.00 | \$55600.00    | 06-30-16      |              |

Hitachi - Instat  
Deere 06-15-16

TOTAL BID PRICE \$55600.00



BILL TO:  
CITY OF HATTIESBURG  
ACCOUNTING DEPT  
PO BOX 1898  
HATTIESBURG, MS 39403-1898  
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG  
PURCHASE ORDER  
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432  
POINT OF CONTACT:

Page - 03/14/16  
Date -  
PO No. - 159542  
Req No. - 2360

VENDOR MAILING:  
COVINGTON SALES & SERVICE INC  
PO BOX 1144  
DENHAM SPRINGS LA 70727-1144

MOORE, KIMBERLY (601) 5828594  
VENDOR # 00012390

SHIP TO :  
CITY OF HATTIESBURG  
PUBLIC WORKS DEPT  
1202 JAMES STREET  
HATTIESBURG MS 39401

PROJECT LINE: USED KUBOTA

PROCESSING CODE:  
SEND METHOD 1 (225)6651567

| Account #   | Description                                                                                                                                                                                                                 | QTY  | UM | UNIT COST   | TOTAL COST |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----|-------------|------------|
| 001201.7399 | USED KUBOTA<br>ONE (1) USED KUBOTA<br>4 CYCLINDER ENGINE WITH TIGERBOOM MOWER<br>HOURS NO LESS THAN 2000 NO MORE THAN 3000<br>START UP TRAINING BY FACTORY PERSONNEL<br>1 YEAR WARRANTY ON BOOM MOWER<br>DELIVERY 7-21 DAYS | 1.00 | EA | 49,995.0000 | 49,995.00  |



TOTAL CONTRACT AMOUNT NOT TO EXCEED

49,995.00

SUBMIT SEPARATE INVOICES FOR  
EACH ORDER. PREPAY SHIPPING  
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR  
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR  
ADDRESS ABOVE, CONTACT ACCOUNTING  
(601) 545-4686.

KERMAE EATON  
CITY CLERK



43530

COVINGTON SALES & SERVICE  
PO BOX 1142  
DENHAM SPRINGS LA 70727-1

CITY OF HATTIESBURG  
QUOTE REQUEST RESPONSE FORM

Mail To . . . . .

CITY OF HATTIESBURG  
PURCHASING DIVISION  
220 W FRONT ST. 2ND FLOOR  
PO BOX 1898  
HATTIESBURG MS 39401

Page No. . . . . 3/09/16  
Date . . . . . 2360 00  
Order Number . . . . .

Phone Number . . . 691 545512

PRINTED NAME David Stod Sales Service Inc

SIGNATURE Chris Kinchen DATE 3/10/2016

PROJECT LINE: USED KIBOTA

Shipping terms are F.O.B. destination, freight prepaid

| ITEM DESCRIPTION                                                                                                                                                                                                           | Request Date | QTY  | Unit | Unit Price | Extended Cost | Delivery Date | Expired Date |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------|------|------------|---------------|---------------|--------------|
| USED KIBOTA<br>ONE (1) USED KIBOTA<br>4 CYLINDER ENGINE WITH TIGERBOOM MOWER<br>HOURS NO LESS THAN 2000 NO MORE THAN 3000<br>START UP TRAINING BY FACTORY PERSONNEL<br>1 YEAR WARRANTY ON BOOM MOWER<br>DELIVERY 7-21 DAYS | 03/09/16     | 1.00 | EA   | 44,995.00  | 44,995.00     | 7-21 Pending  |              |

TOTAL BID PRICE 44,995.00



3/14/2016

159542

CITY OF HATTIESBURG  
QUOTE REQUEST RESPONSE FORMPage No. . . . . 3/09/15  
Date - . . . . 2360 00  
Order Number . . . . .SUNSHINE EQUIPMENT CO INC  
74587 HIGHWAY 25  
COVINGTON LA 70435

Mail To. . . . .

CITY OF HATTIESBURG  
PURCHASING DIVISION  
220 W FRONT ST. 2ND FLOOR  
PO BOX 1898  
HATTIESBURG MS 39401

Phone Number . . . 601 5454512

PRINTED NAME Louis Smith of Sunshine Equipment Co.SIGNATURE [Signature] DATE 3-10-2016 Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: USED KUBOTA

## USED KUBOTA

ONE (1) USED KUBOTA  
4 CYLINDER ENGINE WITH TIGERBOOM HOVER  
HOURS NO LESS THAN 2000 NO MORE THAN 3000  
START UP TRAINING BY FACTORY PERSONNEL  
1 YEAR WARRANTY ON BOOM MOTOR  
DELIVERY 7-21 DAYS

## ITEM DESCRIPTION

| Request Date | QTY  | UM | Unit Price  | Extended Cost | Delivery Date | Expired Date |
|--------------|------|----|-------------|---------------|---------------|--------------|
| 03/09/16     | 1.00 | EA | \$68,900.00 | \$68,900.00   | 30 days       | 04-15-2016   |

TOTAL BID PRICE \$68,900.00John Deere 6430 equivalent

BILL TO:  
CITY OF HATTIESBURG  
ACCOUNTING DEPT  
PO BOX 1898  
HATTIESBURG, MS 39403-1898  
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG  
PURCHASE ORDER  
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432  
POINT OF CONTACT:

Page 1  
Date 03/18/16  
PO No. 159709  
Req No. 2368

VENDOR MAILING:  
BIG IRON DIESEL REPAIR LLC  
100 HILLCREST RD  
TAYLORVILLE MS 39168-4296

MOORE, KIMBERLY  
VENDOR # 00094717  
(601) 5828594

SHIP TO:  
CITY OF HATTIESBURG  
PUBLIC WORKS DEPT  
1202 JAMES STREET  
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: MOTOR VEHICLE EQUIPMENT FOR STREET DEPT

SEND METHOD 1 (601)7295470

| Account #   | Description                                                                                                                                                  | QTY  | UM | UNIT COST  | TOTAL COST |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----|------------|------------|
| 001201.6384 | DUETZ MOTOR TYPE<br>DUETZ TIER 4 CY<br>TD20111041 TYPE<br>11305418 SERIAL # MEET OR EXCEED<br>PRICE ON ENGINE ONLY<br>AND FREIGHT CHARGES IN PRICE OF ENGINE | 1.00 | EA | 9,493.0000 | 9,493.00   |
| 001201.6384 | CORE                                                                                                                                                         | 1.00 | EA | 2,000.0000 | 2,000.00   |



TOTAL CONTRACT AMOUNT NOT TO EXCEED

11,493.00

SUBMIT SEPARATE INVOICES FOR  
EACH ORDER. PREPAY SHIPPING  
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR  
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR  
ADDRESS ABOVE, CONTACT ACCOUNTING  
(601) 545-4686.

KERMAS EATON  
CITY CLERK

43530

QUOTE REQUEST RESPONSE FORM

Page No. : 3/15/16  
Date : 2368 00  
Order Number :

BIG IRON DIESEL REPAIR LL  
100 HILCREST RD  
TAYLORSVILLE MS 39168-429

Mail To. . . . . CITY OF HATTIESBURG  
PURCHASING DIVISION  
220 W FRONT ST. 2ND FLOOR  
PO BOX 1898  
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Big Iron Diesel Repair LLC

SIGNATURE Cathy Johnson DATE 3-15-16

PROJECT LINE: MOTOR VEHICLE EQUIPMENT FOR STREET DEPT

Shipping terms are F.O.B. destination, freight prepaid

ITEM DESCRIPTION

DUEZ MOTOR TYPE

DUEZ TIER 4 CY

ID20111041 TYPE

11305418 SERIAL # MEET OR EXCEED

CORE

03/14/16

2000.00

2000.00

3-25-16 4-15-16

TOTAL BID PRICE 11,493.00

Request Date

QTY

UM

Unit Price

Extended Cost

Delivery Date

Expired Date

03/14/16

1.00

EA

9493.00

9493.00

3-25-16

4-15-16



159109-



QUOTE REQUEST RESPONSE FORM

Date Order Number : : 2368 00

Mail To . . . . .

CITY OF HATTIESBURG  
PURCHASING DIVISION  
220 W FRONT ST. 2ND FLOOR  
PO BOX 1898  
HATTIESBURG MS 39401

SANSON EQUIPMENT CO  
PO BOX 360041  
BIRMINGHAM AL 35236

Phone Number . . 601 5454512

PRINTED NAME

Josh Stringer

SIGNATURE

3-15-16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: MOTOR VEHICLE EQUIPMENT FOR STREET DEPT

ITEM DESCRIPTION

DUEZ MOTOR TYPE

DUEZ TIER 4 CY

TD2011041 TYPE

11305418 SERIAL # MEET OR EXCEED

PRICE ON ENGINE ONLY

CORE

03/14/16

\$2,100.00

\$2,100.00

n/a n/a

TOTAL BID PRICE \$13,200.00

Request Date

QTY

UM

Unit Price

Extended Cost

Delivery Date

Expired Date

03/14/16

1.00

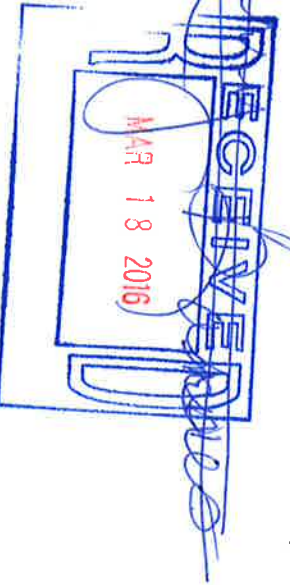
EA

11,100.00

11,100.00

10 Days From Po

Core will be refunded to City if its good.



43530

CITY OF HATTIESBURG  
QUOTE REQUEST RESPONSE FORM

Page No. . . . . 1  
Date - . . . . 3/15/16  
Order Number . . . . 2368 00

COVINGTON SALES & SERVICE  
PO BOX 1144  
DENHAM SPRINGS LA 70727-1

Mail To. . . . .

CITY OF HATTIESBURG  
PURCHASING DIVISION  
220 W FRONT ST. 2ND FLOOR  
PO BOX 1898  
HATTIESBURG MS 39401

PRINTED NAME Michael Mattingly

Phone Number . . 601 5454512

SIGNATURE [Signature] DATE 3/15/2016

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: MOTOR VEHICLE EQUIPMENT FOR STREET DEPT

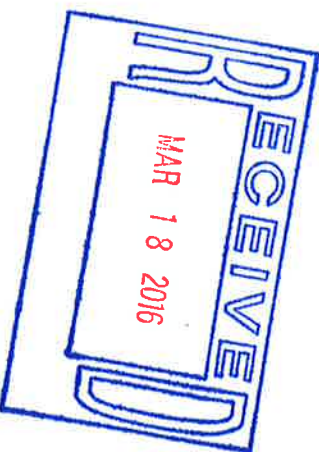
| ITEM DESCRIPTION                                                                                                                                             | Request Date | QTY  | Unit | Unit Price       | Extended Cost | Delivery Date | Expired Date |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------|------|------------------|---------------|---------------|--------------|
| DIETZ MOTOR TYPE<br>DIETZ T1BR 4 CY<br>TD20111041 TYPE<br>11305418 SERIAL # MEET OR EXCEED<br>PRICE ON ENGINE ONLY<br>AND FREIGHT CHARGES IN PRICE OF ENGINE | 03/14/16     | 1.00 | EA   | <u>16,592.18</u> |               |               |              |

CORE

03/14/16

N/A

TOTAL BID PRICE \$16,592.18



BILL TO:  
CITY OF HATTIESBURG  
ACCOUNTING DEPT  
PO BOX 1898  
HATTIESBURG, MS 39403-1898  
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG  
PURCHASE ORDER  
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432  
POINT OF CONTACT:

Page 1  
Date 03/22/16  
PO No. 159736  
Req No. 2371

VENDOR MAILING:  
COMPASS EQUIPMENT INC  
dba EQUIPMENT INC  
2309 HIGHWAY 80 W  
PO BOX 1987  
JACKSON MS 39215-1987

WAGONER, ROBIN  
MINUTE BOOK # PENDING  
VENDOR # 00062496  
(601) 5454630

SHIP TO:  
CITY OF HATTIESBURG  
WATER PLANT #2  
900 JAMES STREET  
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: WATERPLANT LIFT TRUCK

| Account # | Description | QTY | UM | UNIT COST | TOTAL COST |
|-----------|-------------|-----|----|-----------|------------|
|-----------|-------------|-----|----|-----------|------------|

|             |                                      |      |    |             |           |
|-------------|--------------------------------------|------|----|-------------|-----------|
| 009673.7399 | NEW LIFT TRUCK<br>SEE SPECIFICATIONS | 1.00 | EA | 22,700.0000 | 22,700.00 |
|-------------|--------------------------------------|------|----|-------------|-----------|

\*\*\*  
///  
\* ENGINE WILL BE 55 HP TIER 4 COMPLIANT MINIMUM  
\* LIFT TRUCK WILL USE LP FUEL  
\* TRUCK WILL WEIGH 7900 LBS. MINIMUM  
\* MAXIMUM FORK HEIGHT WILL BE A MINIMUM OF 180"  
\* RATED LOAD CAPACITY WILL BE 5000 LBS.  
\* UNICARRIERS PF50LP, CAT GP25N OR EQUIVALENT



TOTAL CONTRACT AMOUNT NOT TO EXCEED

22,700.00

SUBMIT SEPARATE INVOICES FOR  
EACH ORDER. PREPAY SHIPPING  
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR  
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR  
ADDRESS ABOVE, CONTACT ACCOUNTING  
(601) 545-4686.

KERMAE EATON  
CITY CLERK



MAR-17-2016 10:39 From Hattiesburg

6012962549

To: 6015456661

Page: 2/2

03/16/2016 WED 11:32 FAX 6015456661 Hattiesburg Purchasing

0003/003

43330

COMPASS EQUIPMENT INC  
48a EQUIPMENT INC  
2309 HIGHWAY 80 W  
PO BOX 1987  
JACKSON MS 39215-1987

CITY OF HATTIESBURG  
QUOTE REQUEST RESPONSE FORM

Mail To: . . . . .  
CITY OF HATTIESBURG  
PURCHASING DIVISION  
220 W FRONT ST. 2ND FLOOR  
PO BOX 1898  
HATTIESBURG MS 39401

Page No. . . . . 3/16/16  
Date . . . . . 2371 00  
Order Number . . . . .

Phone Number . . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PRINTED NAME Galvin Martin

SIGNATURE [Signature] DATE 3/17/16

PROJECT LINE: WATERPLANT LIFT TRUCK

ITEM DESCRIPTION

NEW LIFT TRUCK WATERPLANTS PF5DLP

- SEE SPECIFICATIONS
- ENGINE WILL BE 55 HP TIER 4 COMPLANT MINIMUM
- LIFT TRUCK WILL USE LP FUEL
- TRUCK WILL WEIGH 7900 LBS. MINIMUM
- MAXIMUM FORK HEIGHT WILL BE A MINIMUM OF 160"
- RATED LOAD CAPACITY WILL BE 5000 LBS.
- UNICARRIERS PRSCLP, CAT GR25N OR EQUIVALENT

| Request Date | QTY  | UNIT | Unit Price | Extended Cost | Delivery Date | Expired Date |
|--------------|------|------|------------|---------------|---------------|--------------|
| 03/16/16     | 1.00 | EA   | 22,700.00  | 22,700.00     | 4/20/16       | 4/17/16      |

TOTAL BID PRICE 22,700.00



[Signature]  
[Signature]

From: DAILY EQUIPMENT

2283923400

03/18/2016 13:15

#630 P.001/005

43530

DAILY EQUIPMENT CO  
PO BOX 38209  
JACKSON MS 39228-8209

CITY OF HATTIESBURG  
QUOTE REQUEST RESPONSE FORM

Mail To: CITY OF HATTIESBURG  
PURCHASING DIVISION  
226 W FRONT ST. 2ND FLOOR  
PO BOX 3898  
HATTIESBURG MS 39401

Page No. 1  
Date 3/16/16  
Order Number 2371 00

PRINTED NAME STEPHEN P. THOMPSON

Phone Number . . 601 5454512

SIGNATURE *Stephen P. Thompson* DATE 03-18-2016

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: WATERPLANT LIFT TRUCK

ITEM DESCRIPTION

NEW LIFT TRUCK

\*\*\* SEE SPECIFICATIONS \*\*\*

///

- \* ENGINE WILL BE 55 HP TIER 4 COMPLIANT MINIMUM
- \* LIFT TRUCK WILL USE LP FUEL
- \* TRUCK WILL BEIGH 7900 LBS. MINIMUM
- \* MAXIMUM FORK HEIGHT WILL BE A MINIMUM OF 180"
- \* RATED LOAD CAPACITY WILL BE 5000 LBS.
- \* UNICARRIERS P550LP, CAT G225N OR EQUIVALENT

Request Date 03/16/16

QTY 1.00 EA

Unit Price \$23,298.00

Extended Cost \$23,298.00

Delivery Date 04-21-16

TOTAL BID PRICE \$23,298

*estimated 12 weeks  
from date of order*



Daily Equipment Company

Stephen P. Thompson  
Machine Sales Representative

12116 Stagers Blvd.  
Biloxi, MS 39532  
Phone: 228-382-1367

Fax: 228-382-3400  
Cell: 228-380-0962  
stthompson@dalyeq.com

MITSUBISHI  
TRUCKS



DUNGEON

BILL TO:  
CITY OF HATTIESBURG  
ACCOUNTING DEPT  
PO BOX 1898  
HATTIESBURG, MS 39403-1898  
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG  
PURCHASE ORDER  
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432  
POINT OF CONTACT:

Page 1  
Date 03/22/16  
PO No. 159732  
Req No. 2369

VENDOR MAILING:  
COMPASS EQUIPMENT INC  
dba EQUIPMENT INC  
2309 HIGHWAY 80 W  
PO BOX 1987  
JACKSON MS 39215-1987

WAGGONER, ROBIN

(601) 5454630

SHIP TO :  
CITY OF HATTIESBURG  
WATER PLANT #2  
900 JAMES STREET  
HATTIESBURG MS 39401

PROJECT LINE: MINI-TRACK EXCAVATOR

Account #

Description

QTY

UM

UNIT COST

TOTAL COST

009672.7345

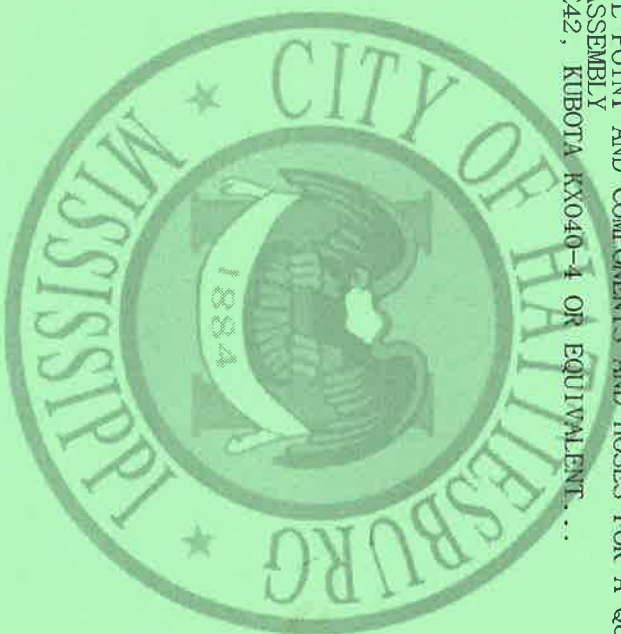
1.00

EA

41,906.9200

41,906.92

MINI-TRACK EXCAVATO  
\*\*\* PLEASE SEE SPECIFICATIONS:  
SPECIFICATIONS FOR MINI-TRACK EXCAVATOR:  
\* ENGINE WILL BE 40HP TIER 4 COMPLIANT  
\* TRACTOR WILL WEIGH 9000 LBS. MINIMUM  
\* EXCAVATOR WILL INCLUDE 18" SEVERE DUTY DIGGING BUCKET  
\* EXCAVATOR WILL INCLUDE A HYDRAULIC BREAKER,  
WITH NAIL POINT AND COMPONENTS AND HOSES FOR A QUICK  
ATTACH ASSEMBLY  
\* BOBCAT E42, KUBOTA KX040-4 OR EQUIVALENT...



TOTAL CONTRACT AMOUNT NOT TO EXCEED

41,906.92

SUBMIT SEPARATE INVOICES FOR  
EACH ORDER. PREPAY SHIPPING  
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR  
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR  
ADDRESS ABOVE, CONTACT ACCOUNTING  
(601) 545-4686.

KERMAE EATON  
CITY CLERK

6019144736

Equipment Inc Jackson

09:06:14 p.m.

03-17-2016

1/1

43530

COMPASS EQUIPMENT INC  
dba EQUIPMENT INC  
2309 HIGHWAY 60 W  
PO BOX 1987  
JACKSON MS 39215-1987

CITY OF HATTIESBURG  
QUOTE REQUEST RESPONSE FORM

Mail To. . . . .

CITY OF HATTIESBURG  
PURCHASING DIVISION  
220 W FRONT ST. 2ND FLOOR  
PO BOX 1898  
HATTIESBURG MS 39401

Page No. . . . . 3/17/16  
Date . . . . . 2369 00  
Order Number . . . . .

Phone Number . . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PRINTED NAME Sosh Ates

SIGNATURE [Signature] DATE 3-16-16

PROJECT LINE: MINI-TRACK EXCAVATOR

ITEM DESCRIPTION

MINI-TRACK EXCAVATOR

- \*\*\* PLEASE SEE SPECIFICATIONS:  
SPECIFICATIONS FOR MINI-TRACK EXCAVATOR:  
\* ENGINE WILL BE 40HP TIER 4 COMPLIANT  
\* TRACTOR WILL WEIGH 9000 LBS. MINIMUM  
\* EXCAVATOR WILL INCLUDE 18" SEVERE DUTY DIGGING BUCKET  
\* EXCAVATOR WILL INCLUDE A HYDRAULIC BREAKER  
\* WITH HAIL POINT AND COMPONENTS AND HOSES FOR A QUICK  
ATTACH ASSEMBLY  
\* BOBCAT 842, KUBOTA EX040-4 OR EQUIVALENT...

| Request Date | QTY  | UM | Unit Price | Extended Cost | Delivery Date | Expired Date |
|--------------|------|----|------------|---------------|---------------|--------------|
| 03/15/16     | 1.00 | EA | 41,906.92  | 41,906.92     | 4-8-16        | 4-30-16      |

TOTAL BID PRICE 41,906.92



[Signature]



03/16/2016 16:15 6012645870

WATTS BROTHERS TRACT

PAGE 01/01  
0003/009

03/16/2016 MON 10:45 FAX 60154546661 Hattiesburg Purchasing

43530

WATTS BROTHERS  
TRACTOR COMPANY, INC.  
7061 US HWY. 49  
HATTIESBURG, MS 39402

CITY OF HATTIESBURG  
QUOTE REQUEST RESPONSE FORM

Mail To

CITY OF HATTIESBURG  
PURCHASING DIVISION  
220 V. PRUITT ST. 2ND FLOOR  
PO BOX 1898  
HATTIESBURG, MS 39401

Page No. 1  
Date 3/15/16  
Order Number 2369 00

Phone Number 601 5454512

PRINTED NAME Michael Barnes

SIGNATURE [Signature] DATE 3/16/16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: MINI-TRACK EXCAVATOR

MINI-TRACK EXCAVATOR

\*\*\* PLEASE SEE SPECIFICATIONS:  
SPECIFICATIONS FOR MINI-TRACK EXCAVATOR:  
\* ENGINE WILL BE 40HP TIER 4 COMPLIANT  
\* TRACTOR WILL WEIGH 9000 LBS. MINIMUM  
\* EXCAVATOR WILL INCLUDE 18" SEVERE DUTY DIGGING BUCKET  
\* EXCAVATOR WILL INCLUDE A HYDRAULIC BREAKER  
\* WITH NAIL POINT AND COMPONENTS AND HOSES FOR A QUICK  
ATTACH ASSEMBLY  
\* BOBCAT E42, KUBOTA EX040-4 OR EQUIVALENT..

| ITEM DESCRIPTION | Request Date | QTY  | UNIT | Unit Price | Extended Cost | Delivery Date | Expired Date |
|------------------|--------------|------|------|------------|---------------|---------------|--------------|
|                  | 03/15/16     | 1.00 | EA   | 57,500.00  | 57,500.00     | 3/31/16       | 4/30/16      |

Before

TOTAL BID PRICE 57,500





# City of Hattiesburg, MS

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

## Master

**File Number: 2016-2581**

**File ID:** 2016-2581

**Type:** Regular Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 03/30/2016

**Brief Title:** Unadvertised bids.

**Final Action:**

**Minute Book Number:** MB2016-93

**Title:** Acknowledge receipt of unadvertised bids for 34th Ave Pedestrian Bridge and accept the bid of Crane Materials International in the amount of \$47,900.00 as the lowest and best bid received (Unadvertised bids for Construction Project)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Two Quotes-

**Enactment Number:**

**Contact:**

**Meeting Date:**

**Drafter:** Kermas Eaton

**Effective Date:**

## History of Legislative File

| Ver-<br>sion: | Acting Body: | Date:      | Action: | Sent To: | Due Date: | Return<br>Date: | Result: |
|---------------|--------------|------------|---------|----------|-----------|-----------------|---------|
| 1             | City Council | 04/05/2016 |         |          |           |                 |         |

## Text of Legislative File 2016-2581

### Title

Acknowledge receipt of unadvertised bids for 34th Ave Pedestrian Bridge and accept the bid of Crane Materials International in the amount of \$47,900.00 as the lowest and best bid received (Unadvertised bids for Construction Project)

### Summary

Unadvertised Bid-Construction.

### Budget Information

### Expenditure Type

### Purchasing Item

### Publication Information





CITY OF HATTIESBURG  
QUOTE REQUEST RESPONSE FORM

Page No. : 1  
 Date : 3/09/16  
 Order Number : 2365 00

CRANE MATERIALS INTERNATIONAL  
 1165 SE NORTH CHASE PKWY.  
 MARIETTA GA 30097

Mail To. : CITY OF HATTIESBURG  
 PURCHASING DIVISION  
 220 W FRONT ST. 2ND FLOOR  
 PO BOX 1898  
 HATTIESBURG MS 39401

PRINTED NAME

*Vince Hicks*

Phone Number : 601 5454512

SIGNATURE

*Vince Hicks*DATE ~~3-10-16~~ 3-10-16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 34TH AVE PEDESTRIAN BRIDGE

## ITEM DESCRIPTION

BRIDGE

CLEARANCE  
9' WIDTH

TOP 48'9" LENGTH

BOTTOM 48'5" LENGTH

WITH A 1' TOP ELEVATION 1'3"

GOLF CART USE

PEDESTRIAN CASCADE PEDESTRIAN BRIDGE

SINGLE SPAN W/NO SUPPORT

DECK IN DESIGN IS SYNTHETIC CONCRETE

PREFERRED MAIL STYLE LOW COST 88 COMPATIBLE

THUSS STYLE CONTOUR OR CASCADE

EXPECTED DELIVERY 15 WEEKS

EXPECTED DELIVERY 15 WEEKS

Request  
Date

03/09/16

QTY

1.00

UM

EA

Unit  
Price

47,900

Extended  
Cost

\$47,900

Delivery  
Date

5-10-16

Expired  
Date

4-11-16

TOTAL BID PRICE: \$47,900.00

*h2*

QUOTE REQUEST RESPONSE FORM

Date - 3/09/16  
Order Number - 2365 QQ

MANNING LUMBER & MARINE  
290 STRAWBERRY STREET  
SLIDELL LA 70460

Mail To. . . . CITY OF HATTIESBURG  
PURCHASING DIVISION  
220 W FRONT ST. 2ND FLOOR  
PO BOX 1898  
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Stephen Manning

SIGNATURE [Signature] DATE 3/10/16

PROJECT LINE: 34TH AVE PEDESTRIAN BRIDGE

Shipping terms are F.O.B. destination, freight prepaid

| ITEM DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                      | Request Date | QTY  | LN | Unit Price | Extended Cost | Delivery Date      | Expired Date |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------|----|------------|---------------|--------------------|--------------|
| BRIDGE<br>CLEARANCE<br>9' WIDTH<br>TOP 48'9" LENGTH<br>BOTTOM 48.5' LENGTH<br>WITH A 1' TOP ELEVATION, 1'3"<br>GOLF CART USE<br>PEDESTRIAN CASCADE PEDESTRIAN BRIDGE<br>SINGLE SPAN W/NO SUPPORT<br>DECK IN DESIGN IS SYNTHETIC CONCRETE<br>PREFERRED MAIL STYLE LOW COST 88 COMPATIBLE<br>THUSS STYLE CONTOUR OR CASCADE<br>EXPECTED DELIVERY 15 WEEKS<br>EXPECTED DELIVERY 15 WEEKS | 03/09/16     | 1.00 | EA | 55,518     | 55,518        | 4-6 Weeks From Bid | 30 Days      |

TOTAL BID PRICE \$55,518

Tax & Install  
Not Included

003/003

001/001



# City of Hattiesburg, MS

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

## Master

**File Number: 2016-2561**

**File ID:** 2016-2561

**Type:** Regular Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 03/24/2016

**Brief Title:** Declaration of Forfeiture

**Final Action:**

**Minute Book Number:** MB2016-93

**Title:**

Acknowledge receipt of Declaration of Forfeiture from the Mississippi Bureau of Narcotics forfeiting \$2,600.00 to the Hattiesburg Police Department.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Declaration of Forfeiture - MBN, MEMO - Receipt of Forfeiture

**Enactment Number:**

**Contact:**

**Meeting Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

| Ver-<br>sion: | Acting Body: | Date:      | Action: | Sent To: | Due Date: | Return<br>Date: | Result: |
|---------------|--------------|------------|---------|----------|-----------|-----------------|---------|
| 1             | City Council | 04/05/2016 |         |          |           |                 |         |

### Text of Legislative File 2016-2561

#### Title

Acknowledge receipt of Declaration of Forfeiture from the Mississippi Bureau of Narcotics forfeiting \$2,600.00 to the Hattiesburg Police Department.

#### Summary

Receipt of Forfeiture

#### Budget Information

#### Expenditure Type

**Purchasing Item**

**Publication Information**

STATE OF MISSISSIPPI

MBN CASE NO.: B7-084-1-2015

COUNTY OF HINDS

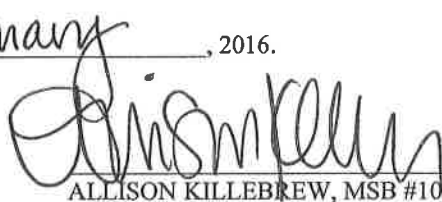
**DECLARATION OF FORFEITURE**

On **December 9, 2015**, Notice of Intention to Forfeit Seized Property was personally given to **Jose Gomez Correa** pursuant to Section 41-29-176 of the Mississippi Code of 1972, as amended. Said Notice required any interested party to file a Request for Judicial Review within thirty (30) days after the receipt of the Notice, or the property described below would be forfeited to the Mississippi Bureau of Narcotics.

More than thirty (30) days have elapsed since the date on which the Notice of Intention to Forfeit Seized Property was received; however no Request for Judicial Review has been filed.

**IT IS, THEREFORE**, Declared that Thirteen Thousand Dollars (\$13,000.00) U.S. Currency, One (1) Masterpiece Arms Pistol, S/N F9621, One (1) AK-47-C Rifle, S/N 004753, One (1) Bryco 48 Pistol, S/N 872735, One (1) Ruger Security Six Pistol, S/N 154-21117 and various ammo, gun parts and gun accessories are forfeited to the Mississippi Bureau of Narcotics to be distributed, used, or disposed of according to law and that all property rights of any other person or parties or claims thereto are denied.

**SO DECLARED**, on this the 2nd day of February, 2016.

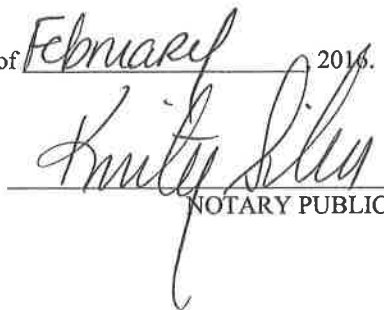


ALLISON KILLEBREW, MSB #102431  
ATTORNEY  
MISSISSIPPI BUREAU OF NARCOTICS

STATE OF MISSISSIPPI  
COUNTY OF HINDS

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the above named ALLISON KILLEBREW, who solemnly and truly declared and affirmed before me that matters and facts set forth in the foregoing Declaration of Forfeiture are true and correct as herein stated.

Affirmed and Subscribed before me on this 2nd day of February, 2016.



NOTARY PUBLIC





## THE CITY OF HATTIESBURG

*One of America's Great Small Cities!*

**Anthony Parker, Chief of Police**

### MEMORANDUM

**TO:** Mayor and Council

**FROM:** Chief Anthony Parker

**DATE:** March 22, 2016

**RE:** Receipt of Forfeiture

This memo is to request Council acknowledge receipt of Declaration of Forfeiture from the Mississippi Bureau of Narcotics forfeiting \$2,600.00 to the Hattiesburg Police Department.

AP/tl

Attachment

MISSISSIPPI BUREAU OF NARCOTICS 11/79  
SEIZED FUNDS CLEARING ACCOUNT  
P O Box 720519  
Jackson, MS 39272-0519

6043

85-543/653

DATE 2-12-16

CHECK AMOUNT

PAY  
TO THE  
ORDER OF

Hattiesburg Police Department

\$ 2,600<sup>00</sup>/100

Two Thousand Six Hundred + <sup>00</sup>/100

DOLLARS



Security  
Features  
Details on  
Back



**REGIONS**

FOR

Jose Correa BY-084-1-2015

Shauna Powell

MP

⑈00006043⑈ ⑆065305436⑆ 5002010464⑈





# City of Hattiesburg, MS

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

## Master

**File Number: 2016-2569**

**File ID:** 2016-2569

**Type:** Regular Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 03/29/2016

**Brief Title:** Grave buyback-Alice Rhea Mitchell

**Final Action:**

**Minute Book Number:** MB2016-94

**Title:**

Approve the City's purchase of six (6) grave spaces located in the South Half (S1/2) of lot 77, Section 4, Highland Cemetery(4-spaces) and the Northwest Quarter(NW1/4), lot 83, Section 4, Highland Cemetery(2-spaces) , from Alice Rhea Mitchell in the amount of \$300.00; authorize manual check for the same.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Mitchell- Supporting Documents

**Enactment Number:**

**Contact:**

**Meeting Date:**

**Drafter:** Kermas Eaton

**Effective Date:**

### History of Legislative File

| Ver-<br>sion: | Acting Body: | Date:      | Action: | Sent To: | Due Date: | Return<br>Date: | Result: |
|---------------|--------------|------------|---------|----------|-----------|-----------------|---------|
| 1             | City Council | 04/05/2016 |         |          |           |                 |         |

### Text of Legislative File 2016-2569

**Title**

Approve the City's purchase of six (6) grave spaces located in the South Half (S1/2) of lot 77, Section 4, Highland Cemetery(4-spaces) and the Northwest Quarter(NW1/4), lot 83, Section 4, Highland Cemetery(2-spaces) , from Alice Rhea Mitchell in the amount of \$300.00; authorize manual check for the same.

**Summary**

Grave buyback.

**Budget Information**

**Expenditure Type**

**Purchasing Item**

## **Publication Information**

P. O. Box 230  
Magnolia, Mississippi 39652  
January 6, 2016

Rec'd 01/08/16  
DB

Turned in to City  
Clerk 1/13/16  
DB

Deborah Bourne  
Cemetery Division  
P. O. Box 1898  
Hattiesburg, Mississippi 39403

Dear Deborah:

Please proceed with the sale of the following properties back to the City of Hattiesburg:

- South Half ( S 1/2 ) of Lot 77, Section 4, Highland Cemetery (4-spaces)
- Northwest Quarter ( NW 1/4 ), Lot 83, Section 4, Highland Cemetery (2-spaces)

Thank you for your attention to this matter.

Sincerely,

*Alice Rhea Mitchell*

Alice Rhea Mitchell  
Home: 601-783-5248  
Cell: 601-341-8946  
Email: [alice.rhea.mitchell@gmail.com](mailto:alice.rhea.mitchell@gmail.com)

*John H. Will*

OK 01/12/16

MAR 1945-3 11. Approve the transfer of grave spaces located at Lots 77 and 83 in  
P379 Section 4 at Highland Cemetery on West 7th Street from Mildred Clegg  
Rhea to her daughter, Alice Rhea Mitchell, per request

## Administration

J. Ed. Morgan ..... Mayor  
B. ... .. Director  
Public Services  
C. ... .. Director  
Administration / City Clerk  
G. ... .. General Manager Recreation  
Community Development  
H. ... .. Fire Chief  
I. ... .. Police Chief  
J. ... .. Chief Financial Officer  
K. ... .. Administrative Assistant



## THE CITY OF HATTIESBURG

*America's Most Livable Small City*

## City Council

Kathryn Cummings ..... Ward One  
Eddie A. Holloway ..... Ward Two  
John Buckley ..... Ward Three  
Dr. Jeff R. Bowman ..... Ward Four  
Charles E. Lawrence, Jr. .... Ward Five

May 11, 1995  
City of Hattiesburg  
Cemetery Division  
P O Box 1898  
Hattiesburg, MS 39403-1898

Mrs. J. Earl Rhea  
200 Dominican Dr #2313  
Madison, MS 39110

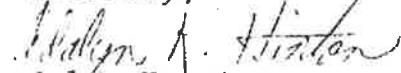
Dear Mrs. Rhea;

This is in reply to your letter of May 5, 1995. We have researched the property purchased by your father listed as Rev. R. H. Clegg, Lots 77 and 83, Section 4, in Highland Cemetery, Hattiesburg and find there to be six (6) open graves at this time per the enclosed diagrams.

The City will allow you fifty (\$50.00) dollars per grave space if you wish to sell them back to the City for a total of \$300.00. You may choose to keep the grave spaces for future use by family or friends that you give permission to be buried there.

If we can be of further assistance to you please contact us at the above address or call (601) 545-4661. Our office hours are from 7:00 am to 4:00 pm Monday thru Friday.

Sincerely,

  
Adalyn K. Hinton  
Cemetery Secretary

enclosure





# City of Hattiesburg, MS

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

## Master

**File Number: 2016-2571**

**File ID:** 2016-2571

**Type:** Regular Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 03/29/2016

**Brief Title:** Grave space buyback-Harry Hickman

**Final Action:**

**Minute Book Number:** MB2016-94

**Title:**

Approve the City's purchase of of two (2) grave spaces located in the Northeast Quarter (NE1/4) Lot 10 Section 26, of the Highland Cemetery, from Harry Hickman in the amount of \$350.00; authorize manual check for the same.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Hickman- Supporting Documents.

**Enactment Number:**

**Contact:**

**Meeting Date:**

**Drafter:** Kermas Eaton

**Effective Date:**

## History of Legislative File

| Ver-<br>sion: | Acting Body: | Date:      | Action:                                                                                                                                      | Sent To: | Due Date: | Return<br>Date: | Result: |
|---------------|--------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------------|---------|
| 1             | City Council | 04/05/2016 | <b>Action Text:</b> A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to approve Routine Agenda Item VII. 7. |          |           |                 |         |
|               |              |            | There being no discussion, the Motion received the affirmative vote of the Council as follows:                                               |          |           |                 |         |
|               |              |            | Yeas: 4 - Bradley, Delgado, Carroll and Naylor                                                                                               |          |           |                 |         |
|               |              |            | Nays: 0                                                                                                                                      |          |           |                 |         |
|               |              |            | Absent: 1 - Dryden                                                                                                                           |          |           |                 |         |
|               |              |            | Council member Dryden returned to the room following the vote.                                                                               |          |           |                 |         |

## Text of Legislative File 2016-2571

**Title**

Approve the City's purchase of of two (2) grave spaces located in the Northeast Quarter (NE1/4) Lot 10 Section 26, of the Highland Cemetery, from Harry Hickman in the amount of \$350.00; authorize manual check for the same.

**Summary**

Grave buyback.

**Budget Information**

**Expenditure Type**

**Purchasing Item**

**Publication Information**



Turned in 2/16/14  
DB

February 16, 2016

Harry Hickman  
108 Creekside Manor  
Hattiesburg, Ms. 39402  
601-261-4262

To whom it may concern:

I, Harry Hickman own two grave spaces at Highland Cemetery, which are located in Section 26, Lot # 10, Northeast Quarter (NE ¼). I am requesting to sell the above mentioned two grave spaces back to the City of Hattiesburg at the cost in which I paid for each space of \$ 175.00 with the total being \$ 350.00.

MB 1992-5 / 370-371

Sincerely,



Harry Hickman

CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 18-20 1913

SOLD TO:

~~Mr. Mrs.~~ Miss

Carla or Henry Hickman

ADDRESS

124 S. Central Ave. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 Mc 1/4 Lot No. 10 Section No. 26 in Hickman Cemetery.

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By A. H. Hickman

Supt. of City Cemeteries



# City of Hattiesburg, MS

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

## Master

**File Number: 2016-2565**

**File ID:** 2016-2565

**Type:** Regular Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 03/29/2016

**Brief Title:** Sale of grave spaces

**Final Action:**

**Minute Book Number:** MB2016-94

**Title:**

Approve the sale of grave spaces, per attached memo.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Cemetery Receipts (April 4), deeds (April 4, 2016),  
executed deeds (April 4, 2016)

**Enactment Number:**

**Contact:**

**Meeting Date:**

**Drafter:** Kermas Eaton

**Effective Date:**

### History of Legislative File

| Ver-<br>sion: | Acting Body: | Date:      | Action: | Sent To: | Due Date: | Return<br>Date: | Result: |
|---------------|--------------|------------|---------|----------|-----------|-----------------|---------|
| 1             | City Council | 04/05/2016 |         |          |           |                 |         |

### Text of Legislative File 2016-2565

**Title**

Approve the sale of grave spaces, per attached memo.

**Summary**

Sale of grave spaces.

**Budget Information**

**Expenditure Type**

**Purchasing Item**

**Publication Information**

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-18- 20 16

SOLD TO:

Mr., Mrs. Miss Georgia Mark

ADDRESS 622 New Orleans St. Hattiesburg, ms 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NE 1/4 Lot No. 90 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Ck # 11940

(Century)

**CITY OF HATTIESBURG, MISSISSIPPI**

By Deborah Bonine  
Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-22- 20 16

SOLD TO:

Mr., Mrs. Miss Eugene Short

ADDRESS 1258 Richburg Rd. Hattiesburg, ms. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 105 Section No. 25 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Ck # 2068

(Forrest Funeral)

**CITY OF HATTIESBURG, MISSISSIPPI**

By Deborah Bonine  
Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 3-24 20 16

SOLD TO:

Mr., Mrs. Miss Brenda Mott Griggs

ADDRESS 301 Fairway Dr. Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 52 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

**CITY OF HATTIESBURG, MISSISSIPPI**

By Donna Williams

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-18- 20 16

SOLD TO:

Mr.. Mrs. Miss Billy Harris

ADDRESS 622 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. 132 Section No. 25 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.<sup>00</sup>

Price Received \$ 175.<sup>00</sup>

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bonure  
Supt. of City Cemeteries

Ck # 11948  
(Century)

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-18- 20 16

SOLD TO:

Mr.. Mrs. Miss John B. Smith

ADDRESS 622 New Orleans St. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S  $\frac{1}{2}$  SW  $\frac{1}{4}$  Lot No. 75 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.<sup>00</sup>

Price Received \$ 175.<sup>00</sup>

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bonure  
Supt. of City Cemeteries

Ck # 11948  
(Century)

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-18- 20 16

SOLD TO:

Mr.. Mrs. Miss Evelyn Smith

ADDRESS 622 New Orleans St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S  $\frac{1}{2}$  NE  $\frac{1}{4}$  Lot No. 90 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.<sup>00</sup>

Price Received \$ 175.<sup>00</sup>

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bonure  
Supt. of City Cemeteries

Ck # 11940

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-07- 20 16

SOLD TO:

Mr.. Mrs. Miss Kai Darby (Infant)

ADDRESS 622 New Orleans St. Hattiesburg, ms. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

Baby  $\frac{1}{2}$  Space #30 1 Lot No. 1 Section No. 3 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 45.00

Price Received \$ 45.00

ck # 11921

(Century)

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Brune  
Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., MARCH 17 20 16

SOLD TO:

Mr.. Mrs. Miss IMAGENE HUFFMAN HOFFMANN

ADDRESS 173 SOMERSET DR, HATTIESBURG MS 39402 141

desires to purchase the grave space described below, subject to Cemetery regulations.

S  $\frac{1}{2}$  SW  $\frac{1}{4}$  Lot No. 50 Section No. 28 in HIGHLAND Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

ck # 6239

CITY OF HATTIESBURG, MISSISSIPPI

By Andy Parker  
Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-09- 20 16

SOLD TO:

Mr.. Mrs. Miss Brandi Nixon

ADDRESS 501 1/2 N. 19th Ave, Hattiesburg, ms 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E  $\frac{1}{2}$  Lot No. 62 Section No. 36 in Highland Cemetery

Number of grave spaces 4 Price per grave space \$ 175.00

Price Received \$ 700.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Brune



✓

**CITY OF HATTIESBURG**  
**PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-01- 20 16

SOLD TO:

Mr.. Mrs. Miss David m. & Barbara S. Smith

ADDRESS 815 Hardy St. Hattiesburg, ms 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— 1/2 NE 1/4 Lot No. 80 Section No. 36 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

ck# 4182

**CITY OF HATTIESBURG, MISSISSIPPI**

By Deborah Boune  
Supt. of City Cemeteries

✓

**CITY OF HATTIESBURG**  
**PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-07- 20 16

SOLD TO:

Mr.. Mrs. Miss Gracie Young

ADDRESS 903 N. 30th Ave, Hattiesburg, ms 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 45 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

ck# 1280

**CITY OF HATTIESBURG, MISSISSIPPI**

By Deborah Boune  
Supt. of City Cemeteries

✓

**CITY OF HATTIESBURG**  
**PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 3-16- 20 16

SOLD TO:

Mr.. Mrs. Miss Jessica Fairman

ADDRESS 705 N. 31st Ave H, burg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 73 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

**CITY OF HATTIESBURG, MISSISSIPPI**

By Deborah Boune  
Supt. of City Cemeteries



**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-07- 20 16

SOLD TO:

Mr.. Mrs. Miss

Ruby Newson  
ADDRESS 822 New Orleans St Hattiesburg, ms. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N  $\frac{1}{2}$  NW  $\frac{1}{4}$  Lot No. 41 Section No. 33 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

**CITY OF HATTIESBURG, MISSISSIPPI**

By Deborah Boune  
Supt. of City Cemeteries

ck #  
114

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-01- 20 16

SOLD TO:

Mr.. Mrs.' Miss

Orryn William Martin  
ADDRESS 202 S 23<sup>rd</sup> Ave Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

Baby Space #29  $\frac{1}{2}$  Lot No. 1 Section No. 3 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 45.00

Price Received \$ 45.00

**CITY OF HATTIESBURG, MISSISSIPPI**

By Deborah Boune  
Supt. of City Cemeteries

Mail TO:

142 River Rd

Hattiesburg, MS 39401

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-25- 20 16

SOLD TO:

Mr.. Mrs. Miss

Martha Smith  
ADDRESS 85 mill pond DR. 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. 34 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 Deborah Boune

**CITY OF HATTIESBURG**  
**PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-22- 20 16

SOLD TO:

Mr. Mrs. Miss Bobby Rat Cliff

ADDRESS 4704 W. 4<sup>th</sup> St. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

SE <sup>1</sup>/<sub>2</sub> Lot No. 73 Section No. 36 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

**CITY OF HATTIESBURG, MISSISSIPPI**

By Deborah Bourne  
Supt. of City Cemeteries

Ck# 1023

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 Georgia Mark 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 1/2 ) of the Northeast Quarter (NE 1/4 )

Lot 90

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 5<sup>th</sup> day of April, 2016.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

( S E A L )

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree 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 5<sup>th</sup> day of April, 2016.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR  
CITY OF HATTIESBURG  
HATTIESBURG, MS

**DEED TO CEMETERY LOT  
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Ruby Newson 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 ½ ) of the Northwest Quarter (NW ¼ )

Lot 41

Section 33

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 5<sup>th</sup> day of April, 2016.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

( S E A L )

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree 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 5<sup>th</sup> day of April, 2016.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR  
CITY OF HATTIESBURG  
HATTIESBURG, MS

**DEED TO CEMETERY LOT  
HIGHLAND CEMETERY**

For and in consideration of the sum of FORTY-FIVE AND NO/100 Dollars (\$45.00), 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 Orryn William Martin, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #29

Lot Number: 1                      Section Number: 3  
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 5<sup>th</sup> day of April, 2016.

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, Johnny L. DuPree and Sharon Waits, 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 5<sup>th</sup> day of April, 2016.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR  
CITY OF HATTIESBURG  
HATTIESBURG, MS

**DEED TO CEMETERY LOT  
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Martha Smith 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 1/2) of the Southeast Quarter (SE 1/4)

Lot 34

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 5<sup>th</sup> day of April, 2016.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

( S E A L )

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kernas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5<sup>th</sup> day of April, 2016.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR  
CITY OF HATTIESBURG  
HATTIESBURG, MS

**DEED TO CEMETERY LOT  
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, David M. & Barbara S. Smith 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 80

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 5<sup>th</sup> day of April, 2016.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

( S E A L )

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5<sup>th</sup> day of April, 2016

My Commission Expires:

NOTARY PUBLIC



STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR  
CITY OF HATTIESBURG  
HATTIESBURG, MS

**DEED TO CEMETERY LOT  
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Gracie Young subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½ ) of the Southeast Quarter (SE ¼ )

Lot 45

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 5<sup>th</sup> day of April, 2016.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

( S E A L )

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5<sup>th</sup> day of April, 2016.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR  
CITY OF HATTIESBURG  
HATTIESBURG, MS

**DEED TO CEMETERY LOT  
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jessica Fairman subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S 1/2 ) of the Northeast Quarter (NE 1/4 )

Lot 73                      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 5<sup>th</sup> day of April, 2016.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

( S E A L )

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5<sup>th</sup> day of April, 2016.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR  
CITY OF HATTIESBURG  
HATTIESBURG, MS

**DEED TO CEMETERY LOT  
HIGHLAND CEMETERY**

For and in consideration of the sum of FORTY-FIVE AND NO/100 Dollars (\$45.00), 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 Kai Darby (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:

Baby Space #30

Lot Number: 1 Section Number: 3  
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 5<sup>th</sup> day of April, 2016.

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, Johnny L. DuPree and Sharon Waits, 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 5<sup>th</sup> day of April, 2016.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR  
CITY OF HATTIESBURG  
HATTIESBURG, MS

**DEED TO CEMETERY LOT  
HIGHLAND CEMETERY**

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars (\$700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Brandi Mixon subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E1/2)

Lot Number 62

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) 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 5<sup>th</sup> day of April, 2016.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

( S E A L )

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5<sup>th</sup> day of April , 2016.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR  
CITY OF HATTIESBURG  
HATTIESBURG, MS

**DEED TO CEMETERY LOT  
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Billy Harris 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 ½ ) of the Southeast Quarter (SE ¼ )

Lot 132

Section 25

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 5<sup>th</sup> day of April, 2016.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

( S E A L )

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre 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 5<sup>th</sup> day of April, 2016.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR  
CITY OF HATTIESBURG  
HATTIESBURG, MS

**DEED TO CEMETERY LOT  
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto John B. Smith subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S 1/2) of the Southwest Quarter (SW 1/4)

Lot 75

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 5<sup>th</sup> day of April, 2016.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

( S E A L )

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kernas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5<sup>th</sup> day of April, 2016.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR  
CITY OF HATTIESBURG  
HATTIESBURG, MS

**DEED TO CEMETERY LOT  
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Evelyn Smith subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 90

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 5<sup>th</sup> day of April, 2016.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

( S E A L )

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree 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 5<sup>th</sup> day of April, 2016.

My Commission Expires:

NOTARY PUBLIC



STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR  
CITY OF HATTIESBURG  
HATTIESBURG, MS

**DEED TO CEMETERY LOT  
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Eugene Short subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S 1/2 ) of the Northwest Quarter (NW 1/4 )

Lot 105

Section 25

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 5<sup>th</sup> day of April, 2016.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

( S E A L )

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre 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 5<sup>th</sup> day of April, 2016.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR  
CITY OF HATTIESBURG  
HATTIESBURG, MS

**DEED TO CEMETERY LOT  
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Brenda Mott Griggs subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½ ) of the Northwest Quarter (NW ¼ )

Lot 52                      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 5<sup>th</sup> day of April, 2016.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

( S E A L )

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5<sup>th</sup> day of April, 2016.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR  
CITY OF HATTIESBURG  
HATTIESBURG, MS

**DEED TO CEMETERY LOT  
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Bobby Ratcliff subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 73      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 5<sup>th</sup> day of April, 2016.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

( S E A L )

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree 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 5<sup>th</sup> day of April, 2016

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR  
CITY OF HATTIESBURG  
HATTIESBURG, MS

**DEED TO CEMETERY LOT  
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Ima Gene Huffman Hoffmann subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½ ) of the Southwest Quarter (SW ¼)

Lot 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 5<sup>th</sup> day of April, 2016.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

( S E A L )

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kernas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5<sup>th</sup> day of April, 2016.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR  
CITY OF HATTIESBURG  
HATTIESBURG, MS

**DEED TO CEMETERY LOT  
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Georgia Mark 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 ½ ) of the Northeast Quarter (NE ¼ )

Lot 90

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 5<sup>th</sup> day of April, 2016.

ATTEST.



CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI



MAYOR

( S E A L )

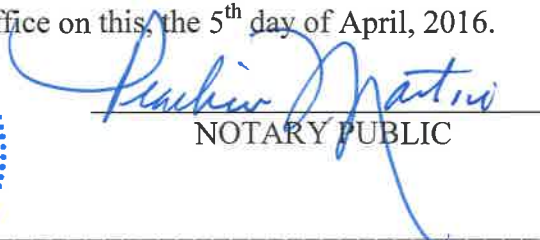
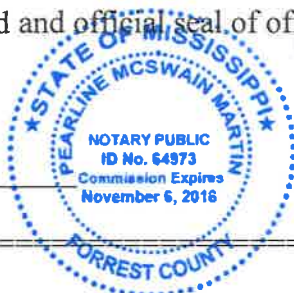
STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5<sup>th</sup> day of April, 2016.

My Commission Expires:

11-6-16



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 Ruby Newson 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 ½ ) of the Northwest Quarter (NW ¼ )

Lot 41

Section 33

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 5<sup>th</sup> day of April, 2016.

ATTEST:

  
CITY CLERK

  
CITY OF HATTIESBURG, MISSISSIPPI  
MAYOR

( S E A L )

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR

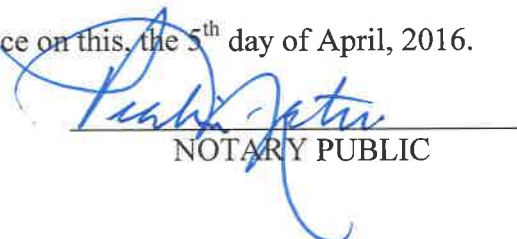
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5<sup>th</sup> day of April, 2016.

My Commission Expires:

11-6-16



  
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 Martha Smith 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 ½ ) of the Southeast Quarter (SE ¼ )

Lot 34

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 5<sup>th</sup> day of April, 2016.

ATTEST:

  
CITY CLERK

  
CITY OF HATTIESBURG, MISSISSIPPI  
MAYOR

( S E A L )

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR

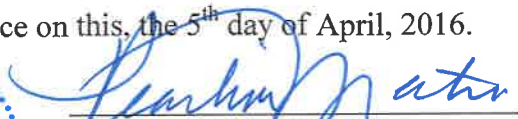
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5<sup>th</sup> day of April, 2016.

My Commission Expires:

11-6-16



  
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, David M. & Barbara S. Smith 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 (NE<sup>1</sup>/<sub>4</sub>)

Lot Number 80

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.

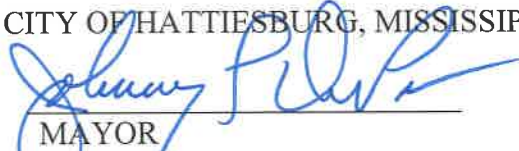
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

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 5<sup>th</sup> day of April, 2016.

ATTEST:

  
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

  
MAYOR

( S E A L )

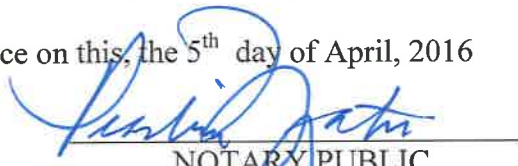
STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5<sup>th</sup> day of April, 2016

My Commission Expires:

1-6-16

  
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 Gracie Young subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½ ) of the Southeast Quarter (SE ¼ )

Lot 45

Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

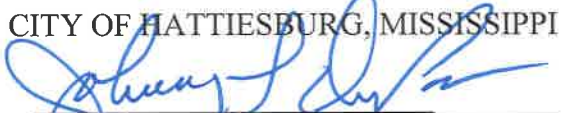
SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and 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 5<sup>th</sup> day of April, 2016.

ATTEST:

  
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI  
  
MAYOR

( S E A L )

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR

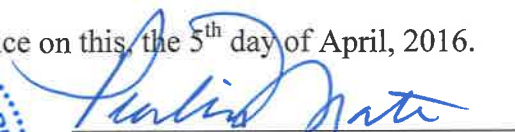
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5<sup>th</sup> day of April, 2016.

My Commission Expires:

11-6-16



  
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 Jessica Fairman subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½ ) of the Northeast Quarter (NE ¼ )

Lot 73                      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.

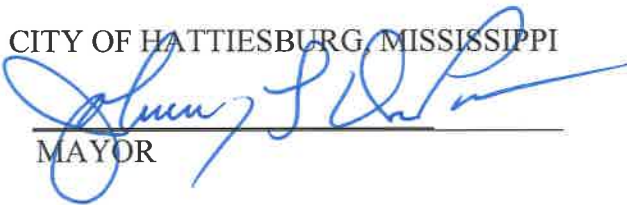
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

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 5<sup>th</sup> day of April, 2016.

ATTEST:

  
CITY CLERK

CITY OF HATTIESBURG MISSISSIPPI

  
MAYOR

( S E A L )

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR

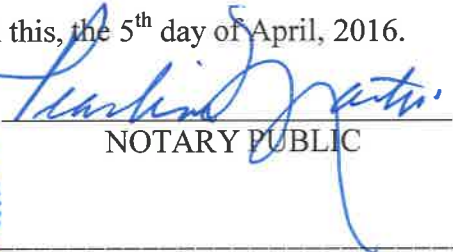
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5<sup>th</sup> day of April, 2016.

My Commission Expires:

11-6-16



  
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 FORTY-FIVE AND NO/100 Dollars (\$45.00), 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 Kai Darby (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:

Baby Space #30

Lot Number: 1 Section Number: 3  
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 5<sup>th</sup> day of April, 2016.

ATTEST:

  
DEPUTY CITY CLERK

  
CITY OF HATTIESBURG, MISSISSIPPI  
MAYOR  
(SEAL)

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR

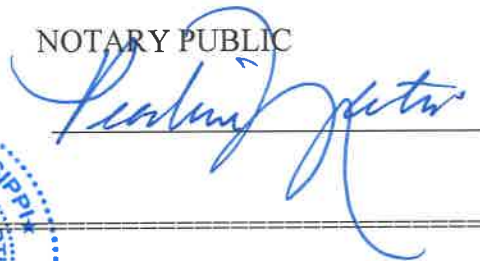
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered 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 5<sup>th</sup> day of April, 2016.

My Commission Expires:

11-6-16

NOTARY PUBLIC





STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR  
CITY OF HATTIESBURG  
HATTIESBURG, MS

DEED TO CEMETERY LOT  
HIGHLAND CEMETERY

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars (\$700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Brandi Mixon subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E1/2)

Lot Number 62

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) 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 5<sup>th</sup> day of April, 2016.

ATTEST:  
  
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI  
  
MAYOR

( S E A L )

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR

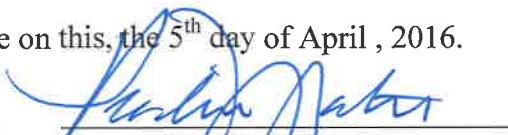
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kernas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5<sup>th</sup> day of April , 2016.

My Commission Expires:

11-6-16



  
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 Billy Harris 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 ½ ) of the Southeast Quarter (SE ¼ )

Lot 132

Section 25

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 5<sup>th</sup> day of April, 2016.

ATTEST:

  
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI  
  
MAYOR

( S E A L )

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR

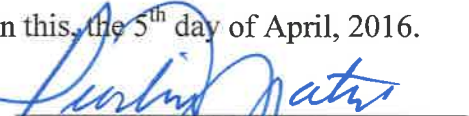
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5<sup>th</sup> day of April, 2016.

My Commission Expires:

11-6-16



  
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 John B. Smith subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½ ) of the Southwest Quarter (SW ¼ )

Lot 75

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

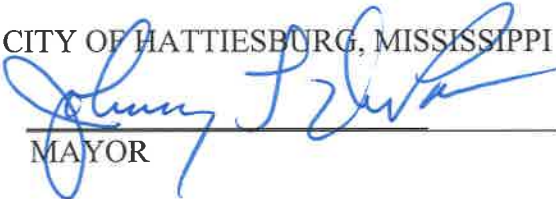
SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and 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 5<sup>th</sup> day of April, 2016.

ATTEST:

  
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI  
  
MAYOR

( S E A L )

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR

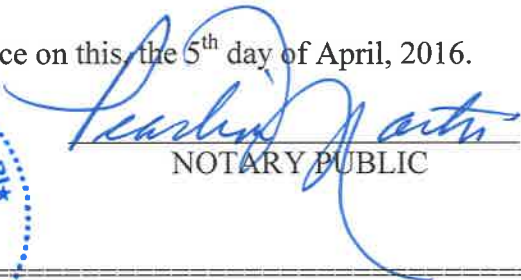
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5<sup>th</sup> day of April, 2016.

My Commission Expires:

11-6-16



  
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 Evelyn Smith subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½ ) of the Northeast Quarter (NE ¼ )

Lot 90

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.

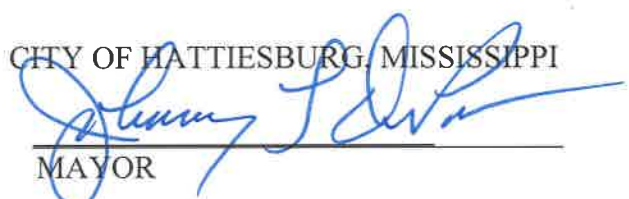
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

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 5<sup>th</sup> day of April, 2016.

ATTEST:

  
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

  
MAYOR

( S E A L )

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR

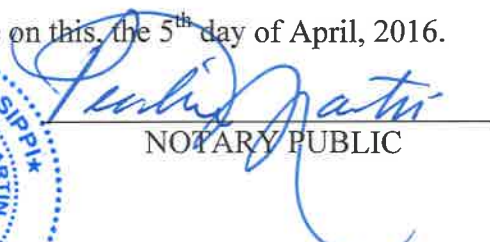
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5<sup>th</sup> day of April, 2016.

My Commission Expires:

11-6-16



  
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 Eugene Short subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½ ) of the Northwest Quarter (NW ¼ )

Lot 105

Section 25

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 5<sup>th</sup> day of April, 2016.

ATTEST:

  
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI  
  
MAYOR

( S E A L )

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR

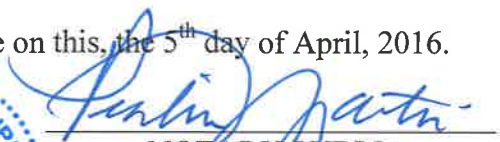
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5<sup>th</sup> day of April, 2016.

My Commission Expires:

11-6-16



  
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 Brenda Mott Griggs subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½ ) of the Northwest Quarter (NW ¼ )

Lot 52

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 5<sup>th</sup> day of April, 2016.

ATTEST:

  
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI  
  
MAYOR

( S E A L )

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR

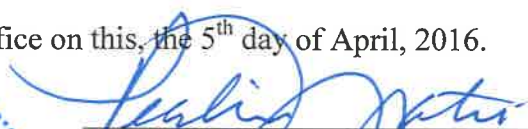
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5<sup>th</sup> day of April, 2016.

My Commission Expires:

11-6-16



  
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, Bobby Ratcliff subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>)

Lot Number 73

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 5<sup>th</sup> day of April, 2016.

ATTEST:

  
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI  
  
MAYOR

( S E A L )

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR

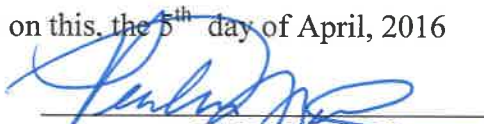
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5<sup>th</sup> day of April, 2016

My Commission Expires:

11-6-16



  
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 Ima Gene Huffman Hoffmann subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½ ) of the Southwest Quarter (SW ¼ )

Lot 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 5<sup>th</sup> day of April, 2016.

ATTEST:

  
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI  
  
MAYOR

( S E A L )

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR

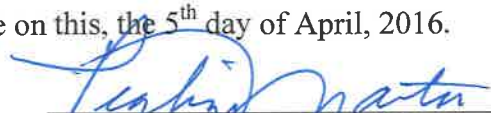
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5<sup>th</sup> day of April, 2016.

My Commission Expires:

11-6-16



  
NOTARY PUBLIC



# City of Hattiesburg, MS

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

## Master

**File Number: 2016-2563**

**File ID:** 2016-2563

**Type:** Regular Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 03/28/2016

**Brief Title:** CDBG Program Payment

**Final Action:**

**Minute Book Number:** MB2016-94

**Title:**

Approve and authorize issuance of manual check for CDBG Program Claims per attached memorandum. {Entitlement CDBG}

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Memorandum for CDBG Payment 4-5-2016

**Enactment Number:**

**Contact:**

**Meeting Date:** 04/05/2016

**Drafter:** Clarence Williams

**Effective Date:**

### History of Legislative File

| Ver-<br>sion: | Acting Body: | Date:      | Action: | Sent To: | Due Date: | Return<br>Date: | Result: |
|---------------|--------------|------------|---------|----------|-----------|-----------------|---------|
| 1             | City Council | 04/05/2016 |         |          |           |                 |         |

### Text of Legislative File 2016-2563

#### Title

Approve and authorize issuance of manual check for CDBG Program Claims per attached memorandum. {Entitlement CDBG}

#### Summary

CDBG Program Claim

#### Budget Information

#### Expenditure Type



**Purchasing Item**

**Publication Information**

## **MEMORANDUM**

**TO:** City of Hattiesburg Council Members

**FROM:** La'Keylah White  
Department of Federal & State Programs

**SUBJECT:** Authorize issuance of manual check for CDBG Program Claim.

**DATE:** April 5, 2016

|                          |                                           |
|--------------------------|-------------------------------------------|
| <b>Recipient:</b>        | <b>J &amp; J Construction, LLC</b>        |
| Activity:                | Residential Rehabilitation                |
| Program:                 | CDBG                                      |
| Project Site:            | 502 Broad Street                          |
| <b>Amount Requested:</b> | <b>\$14,375.00</b>                        |
| Purpose of Request:      | Payment Request 3 <sup>rd</sup> and Final |
| Work Provided by:        | <b>J &amp; J Construction, LLC</b>        |

**J & J CONSTRUCTION, LLC**

1115 North 25th Ave Apt C  
Hattiesburg, MS 39401  
601-506-3390  
[jandjconstructionhomes@gmail.com](mailto:jandjconstructionhomes@gmail.com)

March 21, 2016

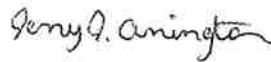
Invoice#

**Bill To:**

Nora Gillispie  
City of Hattiesburg  
502 Broad St  
Hattiesburg, MS 39401

| DESCRIPTION                                             | AMOUNT       |
|---------------------------------------------------------|--------------|
| Work Completed at 502 Broad Street                      |              |
| Living Room/Dining Room                                 |              |
| Hall                                                    |              |
| Bath                                                    |              |
| All work is complete                                    | \$ 12,775.00 |
| Change Order #1: Replaced 8 damaged roof decking boards | \$ 400.00    |
| Change Order #1: Painted 4 Bedrooms; installed paneling | \$ 1,200.00  |
| Total                                                   | \$ 14,375.00 |

Jerry J. Arrington



Thank you for your business!



# City of Hattiesburg, MS

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

## Master

**File Number: 2016-2564**

**File ID:** 2016-2564

**Type:** Regular Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 03/29/2016

**Brief Title:** Authorize Mayor to renew maintenance agreement between the City of Hattiesburg and Kronos Incorporated for software support services, equipment support services, and educational services.

**Final Action:**

**Minute Book Number:** MB2016-93

**Title:**

Authorize Mayor to renew maintenance agreement between the City of Hattiesburg and Kronos Incorporated for software support services, equipment support services, and educational services on time clocks and time-keeping software for the period of May 27, 2016 - June 15, 2017 for a total of \$33,425.62.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 04-05-Kronos Maintenance, executed 04-05-Kronos Maintenance

**Enactment Number:**

**Contact:**

**Meeting Date:** 04/05/2016

**Drafter:**

**Effective Date:**

### History of Legislative File

| Ver-<br>sion: | Acting Body: | Date:      | Action: | Sent To: | Due Date: | Return<br>Date: | Result: |
|---------------|--------------|------------|---------|----------|-----------|-----------------|---------|
| 1             |              | 04/05/2016 |         |          |           |                 |         |
| 1             | City Council | 04/05/2016 |         |          |           |                 |         |

### Text of Legislative File 2016-2564

**Title**

Authorize Mayor to renew maintenance agreement between the City of Hattiesburg and Kronos Incorporated for software support services, equipment support services, and educational services on time clocks and time-keeping software for the period of May 27, 2016 - June 15, 2017 for a total of \$33,425.62.

### **Summary**

Authorize Mayor to renew maintenance agreement between the City of Hattiesburg and Kronos Incorporated for software support services, equipment support services, and educational services

### **Budget Information**

001091.6365



Kronos Incorporated  
297 Billerica Road  
Chelmsford, MA 01824

22-FEB-2016  
ANGIE SANFORD  
CITY OF HATTIESBURG  
Solution ID: 6110151

**Subject: Kronos Support Services Quote for CITY OF HATTIESBURG**  
**Contract #: 1191274 R16-FEB-16**

Dear ANGIE,

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

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

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

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

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

Thank you for your business.

Regards,

**Lesa Smith**  
Contract Administrator

tel: 615-289-5842  
fax: 877-309-7418  
email: [Lesa.Smith@kronos.com](mailto:Lesa.Smith@kronos.com)



# Support Services Quote

Page 1 of 4

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

**Quote Type:** Renewal  
**Customer:** CITY OF HATTIESBURG  
**Solution ID:** 6110151  
**Contract #:** 1191274 R16-FEB-16  
**Date:** 22-FEB-2016  
**Prepared by:** Lesa Smith / US Southeast2

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

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

**Contact:** ANGIE SANFORD  
**Email:** ASANFORD@HATTIESBURGMS.COM

## CONTRACT SUMMARY

**Contract Period:** 27-MAY-2016 - 15-JUN-2017

| Description                | Support Services   | Estimated Tax | Subtotal           |
|----------------------------|--------------------|---------------|--------------------|
| Software Support Services  | \$17,918.56        | \$0.00        | \$17,918.56        |
| Equipment Support Services | \$13,407.06        | \$0.00        | \$13,407.06        |
| Educational Services       | \$2,100.00         | \$0.00        | \$2,100.00         |
| <b>Total</b>               | <b>\$33,425.62</b> | <b>\$0.00</b> | <b>\$33,425.62</b> |

**Annualized Contract Value:** \$33,381.36

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

## IMPORTANT NOTES

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

**CITY OF HATTIESBURG ACCOUNTING DEPT**

**KRONOS INCORPORATED**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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

**Quote Type:** Renewal  
**Customer:** CITY OF HATTIESBURG  
**Solution ID:** 6110151  
**Contract #:** 1191274 R16-FEB-16  
**Date:**  
**Prepared by:** Lesa Smith / US Southeast2

## CONTRACT SUMMARY BY LOCATION

| Line | Bill To Location                                                                      | Ship To Location                                                                                    | Software Support Services | Equipment Support Services | Educational Services | Estimated Tax | Location Subtotal |
|------|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|---------------------------|----------------------------|----------------------|---------------|-------------------|
| 1    | CITY OF HATTIESBURG<br>ACCOUNTING DEPT<br>PO BOX 1898<br>HATTIESBURG MS<br>39403-1898 | CITY OF HATTIESBURG<br>200 FORREST ST<br>HATTIESBURG MS 39401                                       | \$17,918.56               | \$13,002.06                | \$2,100.00           | \$0.00        | \$33,020.62       |
| 2    | CITY OF HATTIESBURG<br>ACCOUNTING DEPT<br>PO BOX 1898<br>HATTIESBURG MS<br>39403-1898 | CITY OF HATTIESBURG;<br>BOBBY L CHAIN<br>MUNICIPAL AIRPORT<br>47 ACADEMY DR<br>HATTIESBURG MS 39401 | \$0.00                    | \$405.00                   | \$0.00               | \$0.00        | \$405.00          |

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

**Quote Type:** Renewal  
**Customer:** CITY OF HATTIESBURG  
**Solution ID:** 6110151  
**Contract #:** 1191274 R16-FEB-16  
**Date:**  
**Prepared by:** Lesa Smith / US Southeast2

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

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

**Contact:** ANGIE SANFORD  
**Email:** ASANFORD@HATTIESBURGMS.COM

## SOFTWARE SUPPORT SERVICES

| Line | Support Service Level | Covered Product                  | License Count | Start Date  | End Date    | Duration (days) |
|------|-----------------------|----------------------------------|---------------|-------------|-------------|-----------------|
| 1    | Gold                  | WORKFORCE ABSENCE MANAGER V6     | 800           | 16-JUN-2016 | 15-JUN-2017 | 365             |
| 2    | Gold                  | WORKFORCE EMPLOYEE V6            | 800           | 16-JUN-2016 | 15-JUN-2017 | 365             |
| 3    | Gold                  | WORKFORCE INTEGRATION MANAGER V6 | 800           | 16-JUN-2016 | 15-JUN-2017 | 365             |
| 4    | Gold                  | WORKFORCE MANAGER V6             | 80            | 16-JUN-2016 | 15-JUN-2017 | 365             |
| 5    | Gold                  | WORKFORCE TIMEKEEPER V6          | 800           | 16-JUN-2016 | 15-JUN-2017 | 365             |

| Support Services          | Estimated Tax | Subtotal    |
|---------------------------|---------------|-------------|
| Software Support Services | \$17,918.56   | \$0.00      |
|                           |               | \$17,918.56 |

## EQUIPMENT SUPPORT SERVICES

| Line | Support Service Level | Covered Product          | Quantity | Start Date  | End Date    | Duration (days) |
|------|-----------------------|--------------------------|----------|-------------|-------------|-----------------|
| 1    | Depot Exchange        | Data Collection: InTouch | 2        | 27-MAY-2016 | 15-JUN-2017 | 385             |
| 2    | Depot Exchange        | Options: InTouch         | 2        | 27-MAY-2016 | 15-JUN-2017 | 385             |
| 3    | Depot Exchange        | Data Collection: InTouch | 30       | 16-JUN-2016 | 15-JUN-2017 | 365             |
| 4    | Depot Exchange        | Options: InTouch         | 30       | 16-JUN-2016 | 15-JUN-2017 | 365             |

| Support Services           | Estimated Tax | Subtotal    |
|----------------------------|---------------|-------------|
| Equipment Support Services | \$13,002.06   | \$0.00      |
|                            |               | \$13,002.06 |

## EDUCATIONAL SERVICES

| Line | Support Service Level    | Covered Product | License Count | Start Date  | End Date    | Duration (days) |
|------|--------------------------|-----------------|---------------|-------------|-------------|-----------------|
| 1    | Ed Services Subscription | KNOWLEDGE PASS  |               | 16-JUN-2016 | 15-JUN-2017 | 365             |

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



## Support Services Quote

Page 4 of 4

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

**Quote Type:** Renewal  
**Customer:** CITY OF HATTIESBURG  
**Solution ID:** 6110151  
**Contract #:** 1191274 R16-FEB-16  
**Date:**  
**Prepared by:** Lesa Smith / US Southeast2

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

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

**Contact:** ANGIE SANFORD  
**Email:** ASANFORD@HATTIESBURGMS.COM

### EQUIPMENT SUPPORT SERVICES

| Line | Support Service Level | Covered Product          | Quantity | Start Date  | End Date    | Duration (days) |
|------|-----------------------|--------------------------|----------|-------------|-------------|-----------------|
| 1    | Depot Exchange        | Data Collection: InTouch | 1        | 16-JUN-2016 | 15-JUN-2017 | 365             |
| 2    | Depot Exchange        | Options: InTouch         | 1        | 16-JUN-2016 | 15-JUN-2017 | 365             |

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



Kronos Incorporated  
297 Billerica Road  
Chelmsford, MA 01824

22-FEB-2016  
ANGIE SANFORD  
CITY OF HATTIESBURG  
Solution ID: 6110151

**Subject: Kronos Support Services Quote for CITY OF HATTIESBURG**  
**Contract #: 1191274 R16-FEB-16**

Dear ANGIE,

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

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

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

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

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

Thank you for your business.

Regards,

**Lesa Smith**  
Contract Administrator

tel: 615-289-5842  
fax: 877-309-7418  
email: [Lesa.Smith@kronos.com](mailto:Lesa.Smith@kronos.com)



# Support Services Quote

Page 1 of 4

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

**Quote Type:** Renewal  
**Customer:** CITY OF HATTIESBURG  
**Solution ID:** 6110151  
**Contract #:** 1191274 R16-FEB-16  
**Date:** 22-FEB-2016  
**Prepared by:** Lesa Smith / US Southeast2

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UNITED STATES

**Ship To:** CITY OF HATTIESBURG  
200 FORREST ST  
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UNITED STATES

**Contact:** ANGIE SANFORD  
**Email:** ASANFORD@HATTIESBURGMS.COM

## CONTRACT SUMMARY

**Contract Period:** 27-MAY-2016 - 15-JUN-2017

| Description                | Support Services | Estimated Tax | Subtotal    |
|----------------------------|------------------|---------------|-------------|
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| Equipment Support Services | \$13,407.06      | \$0.00        | \$13,407.06 |
| Educational Services       | \$2,100.00       | \$0.00        | \$2,100.00  |
| Total                      | \$33,425.62      | \$0.00        | \$33,425.62 |

**Annualized Contract Value:** \$33,381.36

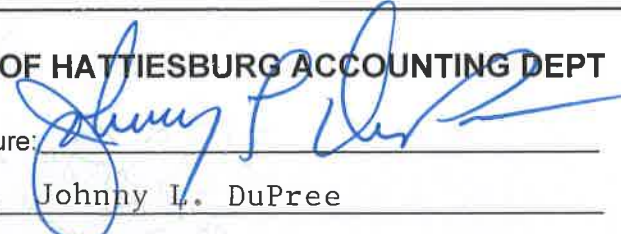
The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

## IMPORTANT NOTES

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

**CITY OF HATTIESBURG ACCOUNTING DEPT**

**KRONOS INCORPORATED**

Signature: 

Signature: \_\_\_\_\_

Name: Johnny L. DuPree

Name: \_\_\_\_\_

Title: Mayor

Title: \_\_\_\_\_

Date: 4-5-16

Date: \_\_\_\_\_



# Support Services Quote

Page 2 of 4

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

**Quote Type:** Renewal  
**Customer:** CITY OF HATTIESBURG  
**Solution ID:** 6110151  
**Contract #:** 1191274 R16-FEB-16  
**Date:**  
**Prepared by:** Lesa Smith / US Southeast2

## CONTRACT SUMMARY BY LOCATION

| Line | Bill To Location                                                                      | Ship To Location                                                                                    | Software Support Services | Equipment Support Services | Educational Services | Estimated Tax | Location Subtotal |
|------|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|---------------------------|----------------------------|----------------------|---------------|-------------------|
| 1    | CITY OF HATTIESBURG<br>ACCOUNTING DEPT<br>PO BOX 1898<br>HATTIESBURG MS<br>39403-1898 | CITY OF HATTIESBURG<br>200 FORREST ST<br>HATTIESBURG MS 39401                                       | \$17,918.56               | \$13,002.06                | \$2,100.00           | \$0.00        | \$33,020.62       |
| 2    | CITY OF HATTIESBURG<br>ACCOUNTING DEPT<br>PO BOX 1898<br>HATTIESBURG MS<br>39403-1898 | CITY OF HATTIESBURG;<br>BOBBY L CHAIN<br>MUNICIPAL AIRPORT<br>47 ACADEMY DR<br>HATTIESBURG MS 39401 | \$0.00                    | \$405.00                   | \$0.00               | \$0.00        | \$405.00          |



# Support Services Quote

Page 3 of 4

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

**Quote Type:** Renewal  
**Customer:** CITY OF HATTIESBURG  
**Solution ID:** 6110151  
**Contract #:** 1191274 R16-FEB-16  
**Date:**  
**Prepared by:** Lesa Smith / US Southeast2

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**Ship To:** CITY OF HATTIESBURG  
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HATTIESBURG MS 39401  
UNITED STATES

**Contact:** ANGIE SANFORD  
**Email:** ASANFORD@HATTIESBURGMS.COM

## SOFTWARE SUPPORT SERVICES

| Line | Support Service Level | Covered Product                  | License Count | Start Date  | End Date    | Duration (days) |
|------|-----------------------|----------------------------------|---------------|-------------|-------------|-----------------|
| 1    | Gold                  | WORKFORCE ABSENCE MANAGER V6     | 800           | 16-JUN-2016 | 15-JUN-2017 | 365             |
| 2    | Gold                  | WORKFORCE EMPLOYEE V6            | 800           | 16-JUN-2016 | 15-JUN-2017 | 365             |
| 3    | Gold                  | WORKFORCE INTEGRATION MANAGER V6 | 800           | 16-JUN-2016 | 15-JUN-2017 | 365             |
| 4    | Gold                  | WORKFORCE MANAGER V6             | 80            | 16-JUN-2016 | 15-JUN-2017 | 365             |
| 5    | Gold                  | WORKFORCE TIMEKEEPER V6          | 800           | 16-JUN-2016 | 15-JUN-2017 | 365             |

|                           | Support Services | Estimated Tax | Subtotal    |
|---------------------------|------------------|---------------|-------------|
| Software Support Services | \$17,918.56      | \$0.00        | \$17,918.56 |

## EQUIPMENT SUPPORT SERVICES

| Line | Support Service Level | Covered Product          | Quantity | Start Date  | End Date    | Duration (days) |
|------|-----------------------|--------------------------|----------|-------------|-------------|-----------------|
| 1    | Depot Exchange        | Data Collection: InTouch | 2        | 27-MAY-2016 | 15-JUN-2017 | 385             |
| 2    | Depot Exchange        | Options: InTouch         | 2        | 27-MAY-2016 | 15-JUN-2017 | 385             |
| 3    | Depot Exchange        | Data Collection: InTouch | 30       | 16-JUN-2016 | 15-JUN-2017 | 365             |
| 4    | Depot Exchange        | Options: InTouch         | 30       | 16-JUN-2016 | 15-JUN-2017 | 365             |

|                            | Support Services | Estimated Tax | Subtotal    |
|----------------------------|------------------|---------------|-------------|
| Equipment Support Services | \$13,002.06      | \$0.00        | \$13,002.06 |

## EDUCATIONAL SERVICES

| Line | Support Service Level    | Covered Product | License Count | Start Date  | End Date    | Duration (days) |
|------|--------------------------|-----------------|---------------|-------------|-------------|-----------------|
| 1    | Ed Services Subscription | KNOWLEDGE PASS  |               | 16-JUN-2016 | 15-JUN-2017 | 365             |

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





## Support Services Quote

Page 4 of 4

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

**Quote Type:** Renewal  
**Customer:** CITY OF HATTIESBURG  
**Solution ID:** 6110151  
**Contract #:** 1191274 R16-FEB-16  
**Date:**  
**Prepared by:** Lesa Smith / US Southeast2

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

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

**Contact:** ANGIE SANFORD  
**Email:** ASANFORD@HATTIESBURGMS.COM

### EQUIPMENT SUPPORT SERVICES

| Line | Support Service Level | Covered Product          | Quantity | Start Date  | End Date    | Duration (days) |
|------|-----------------------|--------------------------|----------|-------------|-------------|-----------------|
| 1    | Depot Exchange        | Data Collection: InTouch | 1        | 16-JUN-2016 | 15-JUN-2017 | 365             |
| 2    | Depot Exchange        | Options: InTouch         | 1        | 16-JUN-2016 | 15-JUN-2017 | 365             |

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

# **City of Hattiesburg, MS**

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



## **Meeting Agenda - Final**

**Tuesday, April 5, 2016**

**5:00 PM**

**Council Chambers**

**City Council - Amendments to the Agenda**

**Add Policy Agenda Item VI. - 10 at the request of the Council as follows:**

- VI. - 10.** [2016-2590](#) Authorize Watkins & Eager PLLC to take all proper and necessary legal action to protect the interests of the City of Hattiesburg by contesting the ordinance passed by the Lamar County Board of Supervisors March 24, 2016 with the intent of preventing the City from proceeding with its Land Application System and titled "An Ordinance by the Board of Supervisors of Lamar County, Mississippi Regulating Sewer Land Application Systems."

**Attachments:** [Lamar County Ordinance Regulating Land Application Systems, March 2016](#)



# City of Hattiesburg, MS

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

## Master

**File Number: 2016-2590**

**File ID:** 2016-2590

**Type:** Regular Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 04/05/2016

**Brief Title:** Authorize Watkins & Eager to contest Lamar County Ordinance Regulating Land Application Systems

**Final Action:** 04/05/2016

**Minute Book Number:** MB2016-92-93

**Title:**

Authorize Watkins & Eager PLLC to take all proper and necessary legal action to protect the interests of the City of Hattiesburg by contesting the ordinance passed by the Lamar County Board of Supervisors March 24, 2016 with the intent of preventing the City from proceeding with its Land Application System and titled "An Ordinance by the Board of Supervisors of Lamar County, Mississippi Regulating Sewer Land Application Systems."

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Lamar County Ordinance Regulating Land Application Systems, March 2016

**Enactment Number:**

**Contact:**

**Meeting Date:** 04/05/2016

**Drafter:** Debbie Bernardo

**Effective Date:**

## History of Legislative File

| Ver-<br>sion:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Acting Body:                            | Date:      | Action:   | Sent To: | Due Date: | Return<br>Date: | Result: |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|------------|-----------|----------|-----------|-----------------|---------|
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | City Council - Amendments to the Agenda | 04/05/2016 |           |          |           |                 |         |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | City Council                            | 04/05/2016 | Authorize |          |           |                 | Pass    |
| <b>Action Text:</b> A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Authorize Watkins & Eager PLLC to take all proper and necessary legal action to protect the interests of the City of Hattiesburg by contesting the ordinance passed by the Lamar County Board of Supervisors March 24, 2016 with the intent of preventing the City from proceeding with its Land Application System and titled "An Ordinance by the Board of Supervisors of Lamar County, Mississippi Regulating Sewer Land Application Systems." |                                         |            |           |          |           |                 |         |
| Following discussion, the Motion received the affirmative vote of the Council as follows:                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                         |            |           |          |           |                 |         |
| Yeas: 4 - Bradley, Carroll, Dryden and Naylor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                         |            |           |          |           |                 |         |
| Nays: 1 - Delgado                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                         |            |           |          |           |                 |         |

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

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**Text of Legislative File 2016-2590**

**Title**

Authorize Watkins & Eager PLLC to take all proper and necessary legal action to protect the interests of the City of Hattiesburg by contesting the ordinance passed by the Lamar County Board of Supervisors March 24, 2016 with the intent of preventing the City from proceeding with its Land Application System and titled "An Ordinance by the Board of Supervisors of Lamar County, Mississippi Regulating Sewer Land Application Systems."

**Summary**

Authorize Watkins & Eager to contest Lamar County Ordinance Regulating Land Application Systems

**Budget Information**

**Expenditure Type**

**Purchasing Item**

**Publication Information**

**AN ORDINANCE BY THE BOARD OF SUPERVISORS  
OF LAMAR COUNTY, MISSISSIPPI REGULATING  
SEWER LAND APPLICATION SYSTEMS**

*(Adopted March 24, 2016)*

WHEREAS, The Lamar County Board of Supervisors has vital governmental interest in promoting the public health, morals and safety of Lamar County; and

WHEREAS, the Lamar County Board of Supervisors is empowered to adopt Ordinances with respect to county affairs in order to promote the health, safety and welfare of Lamar County, and to provide for the best interest of Lamar County and its citizens; and

WHEREAS, pursuant to Section 19-3-40, the Lamar County Board of Supervisors shall have the power to adopt reasonable Ordinances for the regulation of the sewer land application system not inconsistent with state and federal laws; and

WHEREAS, it is the finding and opinion of the Lamar County Board of Supervisors, based upon reliable information, that in order to preserve and safeguard the health, safety, property values, and the general welfare of the people, businesses and industries of Lamar County, it is advisable for Lamar County to adopt this Ordinance regarding sewer land application systems (SLAS) within Lamar County; and

WHEREAS, in the course of considering this Ordinance, the Lamar County Board of Supervisors have reviewed and/or been advised of the experiences and studies of other local governments and summaries of land use studies in connection with the effects of sewer land application systems (SLAS) and the expressions of concern and request for action on the issue from its citizens; and

WHEREAS, concerns have been raised by the citizens of Lamar County regarding SLAS giving rise to safety concerns; and

WHEREAS, the Lamar County Board of Supervisors finds it necessary to establish regulations regarding SLAS in Lamar County; and

WHEREAS, this Ordinance shall be applicable throughout the entire county; and

**NOW, THEREFORE, BE IT ORDAINED BY THE LAMAR COUNTY BOARD OF SUPERVISORS, LAMAR COUNTY, MISSISSIPPI as follows, to wit:**

**SECTION 1. GENERAL PROVISIONS**

**1.10 Purpose and Jurisdiction**

The purpose of the Ordinance shall be to provide minimum standards for and regulation of SLAS in Lamar County to protect surface water and groundwater from contamination from human sewage and waterborne household and commercial wastes; to protect the public's health and safety, and eliminate or prevent the development of public nuisances.

## **1.20 Objectives**

The principle objectives of this Ordinance shall include the following:

**1.21** The protection of Lamar County's lakes, wetlands, rivers and streams and supplies of groundwater essential to the promotion of public health, safety and welfare; the protection of Lamar County's environment and its socioeconomic growth and development of Lamar County in perpetuity.

**1.22** Given the extensive resources and numerous supplies of surface water and groundwater and their susceptibility to contamination, regulation of proper SLAS construction, reconstruction, repair and maintenance and proper septage disposal is essential to prevent the entry and migration of contaminants, thereby ensuring the non-degradation of surface water and groundwater.

## **1.30 Conflicting Regulations**

Whenever any provision of this Ordinance is found to be in direct conflict with the provisions of any other Lamar County Ordinance, the Ordinance containing the more restrictive requirement shall govern.

## **SECTION 2. ADMINISTRATION**

### **2.10 Administration and State Agencies**

**2.11** For an on-site SLAS, or group of SLAS that are located on adjacent properties and under single ownership, the owner or owners shall make application for and obtain a permit, if required, from the Mississippi Department of Environmental Quality if the on-site SLAS or group of systems are designed to treat an average design flow greater than 10,000 gallons per day.

**2.12** Any SLAS requiring approval by the State of Mississippi shall also comply with all local codes and this Ordinance.

## **SECTION 3. PERMITTING**

### **3.10 Permits Required**

**3.11** Before a SLAS is placed or used on any property in Lamar County, the landowner must present to the Lamar County Board of Supervisors that said SLAS meets or exceeds



the technical review and design of the Mississippi Department of Environmental Quality (MDEQ) and shall have a proper permit issued by the MDEQ.

**3.12** The SLAS may only be placed or used on property having a total of 55 usable acres or less in the aggregate. The fifty-five (55) acre requirement is cumulative for the entire SLAS, either for one parcel or multiple parcels

**3.13** All SLAS, regardless of size, must be approved by the Lamar County Board of Supervisors.

**3.14** This Ordinance and the regulations herein shall apply to all SLAS, regardless of size.

**3.15** No SLAS can be located within five (5) miles of another SLAS.

**3.16** SLAS shall include but not be limited to systems that involve land application via a spray system, the application of sludge, the spraying of waste via truck or other similar systems.

**3.17** Adequate site screening shall be installed and maintained about the perimeter of the lagoon and/or SLAS site. The site screening shall be of a nature and type to screen the site from adjacent structures that are not part of the SLAS. The screening shall be installed within sixty (60) days after the project is completed.

**3.18** A buffer of five hundred (500) feet between the SLAS and a property line not associated with the system shall be maintained. The site screening can be located in this buffer.

**3.19** A buffer of three hundred (300) feet between the SLAS any County or State road shall be maintained.

**3.20** All necessary and applicable reviews and approvals shall be obtained from the appropriate federal, state and local agencies before submitting plans for approval.

**3.21** When part of a proposed subdivision, the SLAS shall be reviewed as part of the sanitary sewer system for the permitting of the subdivision or development.

**3.22** When part of a project that falls under the site plan Ordinance, the SLAS shall be reviewed as part of the site plan approval process.

**3.23** A current contact name and number of the company operating and maintaining any SLAS shall be provided to the Lamar County Planning Department.

**3.24** A warning system must be installed in case of a failure of the SLAS.

**3.25** If proposed SLAS is part of a combined system that services multiple sources, the proposed system shall be reviewed by the Lamar County Planning Department. A SLAS Permit may be issued once the proposed system is approved. Any SLAS site plans submitted for review must show all buffers and setbacks if applicable

### 3.26 SLAS Location Setbacks

| <u>Feature</u>                              | <u>Minimum Setbacks</u> |
|---------------------------------------------|-------------------------|
| Private Water Well                          | 1,000 feet              |
| Municipal Well                              | 1,000 feet              |
| Occupied Residential Structure*             | 1,000 feet              |
| Commercial Developments, * Recreation Areas | 1,000 feet              |
| Property Lines                              | 500 feet                |
| Public Road Rights of Way                   | 300 feet                |
| Lakes/Ponds                                 | 1,000 feet              |
| Rivers/Streams                              | 1,000 feet              |

\* May be reduced for structures within the development

### 3.27 General Site Management

- A. SLAS is not allowed in areas on sites ponded with water.
- B. SLAS is not allowed across County or State maintained roads.
- C. The SLAS area must be clearly identified with flags, or stakes or other easily identified markers. Unsuitable sites must also be clearly identified.
- D. The SLAS must be uniform across the site.
- E. Measures must be taken to ensure the effluent remains where it is applied and does not run and concentrate into low areas.

**3.28 SLAS Permits. A permit for the SLAS may be issued by the Lamar County Planning Department when the SLAS meets all of requirements of this Section 3 Permitting stated herein above.** A permit shall be obtained whenever any SLAS in Lamar County is installed, replaced, altered, repaired or extended. Installation, replacement, alteration, repair, or extension of an SLAS shall not begin without first making an application for a permit and obtaining said permit from the Lamar County Planning Department for each installation, replacement, alteration, repair or extension pursuant to this Ordinance. Any such permit expires 24 months after date of issuance. Any work to be conducted under a permit that has expired shall not commence until a new permit is applied for and approved

## SECTION 4. REMEDIES AND PENALTIES

Lamar County may use any combination of the following remedies and enforcement powers to administer and enforce these regulations.

#### **4.10 Remedies**

**4.11 Issuance of Stop Work Order.** Whenever work is being done on a site in violation of any applicable provision of this Ordinance, the Lamar County Planning Staff may issue a Stop Work Order. The Stop Work Order shall be in writing, directed to the person doing the work, and shall state the specific work to be stopped, the specific reasons for cessation, and the action(s) necessary to lawfully resume work. As part of the Stop Work Order, a sign shall be placed on the property.

**4.12 Revocation of Permit or Approval.** Lamar County may revoke any permit or approval by written notice to the permit or approval holder when false statements or misrepresentations were made in securing the permit or approval, work is being or has been done in substantial departure from the approved permit or this Ordinance, there has been a failure to comply with the requirements of this Ordinance, or a permit or approval has been mistakenly granted in violation of this Ordinance.

**4.13 Injunction.** When a violation occurs, Lamar County may, either before or after the initiation of other authorized actions, apply to the appropriate court for a mandatory or prohibitory injunction ordering the offender to correct the unlawful condition or cease the unlawful use that is in violation of this Ordinance.

**4.14 Order of Abatement.** In addition to an injunction, any condition caused or permitted to exist in violation of any of the provisions of this Ordinance shall be deemed a public nuisance and Lamar County may apply for and the Court may enter into an Order of Abatement as part of the judgment in the case. An Order of Abatement may direct any of the following actions:

- (1) That the SLAS on the property be closed, demolished, or removed;
- (2) That improvements, alterations, modifications, or repairs to the SLAS be made;
- (3) That any other action be taken as necessary to bring the property and SLAS into compliance with this Ordinance.

**4.15 Equitable Remedy.** Lamar County may apply to a court of law for any appropriate equitable remedy to enforce the provisions of this Ordinance. The fact that other remedies are provided under general law or this Ordinance shall not be used by a violator as a defense to Lamar County's application for equitable relief.

**4.16 Execution of Court Decisions.** Lamar County may execute the Order of Abatement and will have a lien on the property in the nature of a mechanic's and material man's lien for the cost of executing the order.

**4.17 Denial or Withholding of Related Permits.** Lamar County may deny or withhold authorization to use or develop any land, structure, or improvements until an alleged violation related to such land, use, or development is corrected and any associated civil penalty is paid.

**4.18 Additional Remedies for Repeat Violations.** On determining that a violator has repeatedly violated or been in the violation of these regulations over a period of at least six months, and that the violator is likely to continue to engage in activities resulting in future violations of this Ordinance, the Lamar County Planning Department may impose any of the following additional remedies:

- (1) Revoke other permits issued to the violator in accordance with this Ordinance;
- (2) Suspend the violator's right to apply for or receive other permits and approvals in accordance with this Ordinance for a specified period of time;

**4.19 Criminal Penalties.** Wherever in this Ordinance, any act is prohibited or is made or declared to be unlawful or an offense or the doing of any act is required, or the failure to do any act is declared to be unlawful or a misdemeanor, where no specific penalty is provided therefore, the violation of any such provisions of this Ordinance shall be punished by a fine not exceeding one thousand dollars (\$1,000.00) or by imprisonment not exceeding ninety (90) days, or both. Every day any violation of is Ordinance shall continue shall constitute a separate offense.

All offenses under the penal laws of the State of Mississippi, amounting to a misdemeanor, shall, when committed within Lamar County also be offenses against Lamar County, to the same effect as though such offenses were made offenses against Lamar County and upon conviction therefore, the same punishment shall be imposed by Lamar County, as is provided by the laws of the state with regard to such offenses against the state not in excess of the maximum penalty which may be imposed by Lamar County under the law.

**4.20 Assessment for Court Cost.** In addition to any fine imposed, and regardless of the waiver or suspension of any fine, an assessment for the costs of court shall be imposed upon any person found to be in violation of this Ordinance.

**4.21 Cumulative Remedies and Penalties.** The remedies and penalties provided for violations of these regulations, whether civil or criminal, shall be cumulative and in addition to any other remedy or penalty provided by law, and may be exercised in any order.

## **SECTION 5 MISCELLANEOUS**

**5.10** It is hereby declared to be the intention of the Lamar County Board of Supervisors that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and if any section, subsection, sentence, or clause of this Ordinance is adjudged to be unconstitutional or invalid, such adjudication shall not affect the validity of the remaining portions of this Ordinance. It is hereby declared that this Ordinance would have been passed, and each section, subsection, sentence, or clause hereof, irrespective of the fact that any one or more sections, subsections, sentences, or clauses might be adjudged to be unconstitutional or for any other reason invalid.

**5.20** It is not the intent of this Ordinance to restrict, enlarge or affect in any way any existing law or Ordinance of the State of Mississippi or the separate enforcement thereof. No otherwise illegal acts or omissions are or shall be excused or made legal by the passage of this Ordinance. It is declared to the legislative intent that if any Section, sentence, clause, or provision of this Ordinance is declared void, unconstitutional or invalid for any reason, such portion or provision, or the application or the enforceability thereof, shall be severable from this Ordinance. The remaining portion or provisions of the Ordinance, or all applications and the appropriate enforcement thereof, shall not be affected and shall be interpreted, if necessary, so as to give a meaning consistent with the purpose and intent of the enacted Ordinance.

**5.30** If there is a SLAS in existence prior to the effective date of this Ordinance, Said SLAS will not be affected by this Ordinance. However, if a SLAS was not approved in accordance with this Ordinance, prior to the effective date of this Ordinance, all SLAS shall comply with all provisions of this Ordinance

**5.40** The Lamar County Board of Supervisors reserves the right to amend this Ordinance in the future as needed.

**5.50 Variances.** If any particular case where a land owner can show by plan and written statement that, by reason of exceptional topographic or other physical conditions, literal compliance with any requirements of this Ordinance would cause practical difficulty or exceptional and undue hardship, the Lamar County Board of Supervisors may modify such requirement to the extent deemed just and proper so as to relieve such difficulty or hardship, provided such relief may be granted without detriment to the public interest and without impairing the intent and purpose of this Ordinance or the desirable general development or welfare of the neighborhood and the community. Applications for request for variance from this Ordinance must be submitted to the Lamar County Planning Office for approval by the Lamar County Board of Supervisors. Any modification thus

granted must be spread upon the minutes, setting forth the reasons for which the modification was justified.

This Ordinance shall take effect on the 24th day of March 2016.

The Clerk of this board is hereby directed to publish this Ordinance one (1) time in a local newspaper.

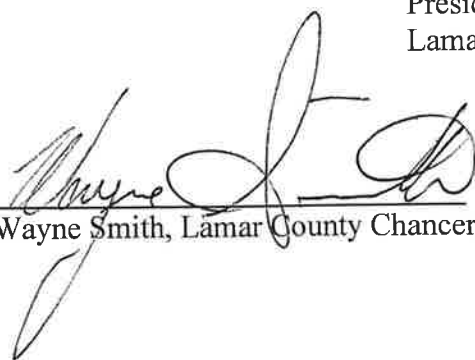
The above and foregoing Ordinance, after having been first reduced to writing, and discussed and considered by the Lamar County Board of Supervisors, was moved for adoption upon the Motion of Supervisor Lampton, seconded by Supervisor Byrd. Thereupon the matter was put to a roll call with the results as follows:

|                 |       |     |
|-----------------|-------|-----|
| Steve Lampton   | Voted | Yea |
| Joe Bounds      | Voted | Yea |
| Warren Byrd     | Voted | Yea |
| Philip Carlisle | Voted | Yea |
| Dale Lucas      | Voted | Yea |

WHEREUPON, the President of the Board declared the Motion carried and the Ordinance so adopted on this the 24th day of March, 2016.



ATTEST:

  
Wayne Smith, Lamar County Chancery Clerk

  
Joe Bounds  
President,  
Lamar County Board of Supervisors