City of Hattiesburg, MS

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

Meeting Agenda - Final

Tuesday, February 2, 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 January 4, 5, 6 and 19, 2016, City Council meetings.

V. PRESENTATION AGENDA

VI. POLICY AGENDA

VI.-1 2016-401 Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.

Attachments: Adopt Resolution MEMO 02-02-2016
1. 202 N. 23rd Ave.
2. 131 Saucier Dr.
3. 511 Francis St.
4. 811 Duane St.
5. 509 Francis St.
6. 219 N. 21st Ave.
executed & recorded 1. 202 N. 23rd Ave. RES#2016-15
executed & recorded 2. 131 Saucier Dr. RES#2016-16
executed & recorded 3. 511 Francis St. RES#2016-17
executed & recorded 4. 811 Duane St. RES#2016-18
executed & recorded 5. 509 Francis St. RES#2016-19
executed & recorded 6. 219 N. 21st Ave. RES#2016-20

VI.-2 2016-2435 Adopt resolution approving and authorizing the execution of an Interlocal Agreement between Forrest County, Mississippi (the "County"), and the City (the "Interlocal Agreement") in connection with the City's Tax Increment Limited Obligation Bonds (Whispering Pines Retirement Community Project) to facilitate the implementation and development of the Whispering Pines Retirement Community Project; and for related purposes.

Attachments: Interlocal Agreement-Whispering Pines
executed Interlocal Agreement-Whispering Pines RES#2016-21

VI.-3 2016-2412 Authorize Mayor to execute agreement with Neel-Schaffer, Inc. to provide professional services for Traffic Impact Study and Main Street, Buschman Street, and Front Street Parking Striping for a cost not to exceed $ 36,250; execute in duplicate.

Attachments: NS Traffic Study Agreement

executed NS Traffic Study Agreement

VI.-4 2016-2437 Adopt a resolution authorizing and approving the form of and execution of an equipment lease/purchase agreement between the City and Banc of America Public Capital Corp and Bank of America, N.A., as escrow agent, all in connection with that certain performance contract undertaken pursuant to the Mississippi Development Authority Capital Lease Program to finance energy efficiency and conservation equipment for certain facilities located throughout the City; and related matters.

Attachments: Authorizing Resolutions.2

executed Authorizing Resolutions.2 RES#2016-22

VI.-5 2016-400 Adopt a Resolution authorizing Requisition No. 44 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: 2013 Bond Resolution No. 44

executed 2013 Bond Resolution No. 44 RES#2016-23

VI.-6 2016-2423 Authorize Mayor to execute agreement with Shows, Dearman & Waits, Inc. to provide professional services to inspect and evaluate ditch and culvert beginning at 6th Avenue along Corinne Street to Gordon's Creek for a cost of $ 28,500; execute in triplicate.

Attachments: SDW Gordon's Creek Agreement

executed SDW Gordon's Creek Agreement

VI.-7 2016-2415 Authorize granting of Access Easement and Utility Easement to Mar-Jac Poultry MS, LLC in order to use, maintain, repair and replace existing wastewater pipe; Authorize Mayor to execute said Easements.

Attachments: Mar-Jac Access Easement

Mar-Jac Utility Easement

executed Mar-Jac Access Easement

executed Mar-Jac Utility Easement

VI.-8 2016-2440 Authorize Mayor to execute Addendum 1 to Contract 6215 with Schaus, LLC for additional professional services related to FEMA requirements for Debris Monitoring and Removal.

Attachments: Schaus Addend 1_12-29-15

executed Schaus Addend 1_12-29-15

VI.-9 2016-2441 Authorize Mayor to enter into 3 yr licensing agreement with Environmental Systems Research Institute, Inc. (ESRI) for ArcGis licenses and support; Declare and approve the purchase of said licenses and support services as a sole source purchase as provided for in Section 31-7-13 (viii), of the Mississippi Code of 1972, based on information as per attached letter.

Attachments: Esri_SoleSource_2015

ESRIquote

executed ESRIquote

VI.-10 2016-2419 Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Hattiesburg Little League to operate and promote Little League Baseball for Hattiesburg Residents. This program will operate October 1, 2015 through September 30, 2016. (Nunc Pro Tunc)

Attachments: Little League Contract 2016

Contract Attachements

executed Little League Contract 2016

VI.-11 2016-2431 Authorize Mayor to execute evacuation agreement between City of Hattiesburg Parks and Recreation Department and Pearl River Valley Opportunity, Inc. Head Start/Early Head Start to utilize C.E. Roy Community Center as an emergency evacuation shelter for children and staff from W.H. Jones Head Start/Early Head Start Center.

Attachments: W.H. Jones Head Start Evacuation Agreement

executed W.H. Jones Head Start Evacuation Agreement

VI.-12 2016-2417 Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Noon Day Optimist Club to operate and promote Dixie Boys Baseball for Hattiesburg residents. This program will operate October 1, 2015 through September 30, 2016. (Nunc Pro Tunc)

Attachments: Dixie Boys 2016 Contract

Contract Attachements

executed Dixie Boys 2016 Contract

VI.-13 2016-2414 Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Hattiesburg Exchange Club/Dixie Youth Inc. to operate and promote Dixie Youth Baseball for Hattiesburg Residents. This program will operate October 1, 2015 through September 30, 2016. (Nunc Pro Tunc)

Attachments: Dixie Youth 2016 Contract
Contract Attachements
executed Dixie Youth 2016 Contract

VI.-14 2016-2424 Authorize Mayor to execute duplicate original contract between City of Hattiesburg Parks and Recreation Department and Greg Butler for the operation of Tennis Programs at Willis Terry Tennis Complex at Tatum Park from January 1, 2016, through December 31, 2018. (Nunc Pro Tunc)

Attachments: Tatum Tennis Contract-Greg Butler 2016
executed Tatum Tennis Contract-Greg Butler 2016

VI.-15 2016-2420 Approve Amendment to the Subrecipient Agreement with the AIDS Services Coalition (Sheley Place Project) (found at MB2013-356) to extend the term of the agreement to January 31, 2017; allowing for the Acquisition and Rehabilitation of a multi-unit development to provide permanent supportive housing and the expenditure of funds remaining under the agreement; and Authorize the Mayor to execute in triplicate for same. {Entitlement}

Attachments: ASC Request for Extension
ASC"s Letter to the Mayor and City Council
MUTEH Letter of Funding Committment for ASC and Sheley Place
2016 ASC Agreement Amendment
executed 2016 ASC Agreement Amendment

VI.-16 2016-2433 Designate events listed on the attached Historic Hattiesburg Downtown Association 2016 schedule as city-approved events for the purposes described in Ordinance Number 3148.

Attachments: HHDA 2016 schedule of events
ORD 3148 - Possession and Consumption of Beer and Light Wine

VI.-17 2016-2422 Acknowledge receipt of Final Judgements from the Forrest County Special Court of Eminent Domain for Civil Action Nos. CO-015-0812 and CO-015-0813 ordering payment to the defendants named therein for the purchase of condemned land and Right of Immediate Title and Possession and entry upon said condemned land for use in Safe Routes To School Project, Hawkins Elementary; Authorize issuance of manual check or checks as required to pay awarded compensation.

Attachments: Harrell Judgement
Harrell Appraisal
Taylor Judgement
Taylor Appraisal

VII. ROUTINE AGENDA

VII.-1 2016-2410 Authorize Mayor to Renew Maintenance Agreement with Tyler Technologies for software support and maintenance on EnerGov Enterprise and basic network support.

Attachments: 02-01-Tyler Maintenance Renewal

VII.-2 2016-2434 Acknowledge receipt and execution of letter from National League of Cities(NLC) Institute for Youth, Education and Families(YEF Institute) selecting the City of Hattiesburg as part of the Financial Inclusion Systems and City Leadership initiative; to help develop and coordinate efforts that promote the financial inclusion of residents.

Attachments: NLC_ Financial Inclusion Systems and City Leadership.

VII.-3 2016-2407 Acknowledge professional services agreement from Charles Stallings, CFM, of Floodplain Management Solutions to provide Community Rating Systems and Floodplain Management services to the City of Hattiesburg. (nunc pro tunc)

Attachments: Stallings CRS Consulting Contract -Signed 1-5-16

VII.-4 2016-2429 Acknowledge receipt of the unadvertised bid purchase docket for the period of November 26, 2015 through January 26, 2016; as provided for in Section 37-1-13(b) of the Mississippi Code 1972.

Attachments: 2bid-116.pdf
verlina memo

VII.-5 2016-2418 Acknowledge receipt of FY 2014-2015 Expenditure Report from Hattiesburg Little League Baseball Program.

Attachments: 2015 Little League Baseball Expenditure Report

VII.-6 2016-2416 Acknowledge Receipt of FY 2014-2015 Expenditure Report from Noon Day Optimist Club for Dixie Boys Baseball Program.

Attachments: 2015 Dixie Boys Baseball Expenditure Report

VII.-7 2016-2413 Acknowledge Receipt of FY 2014-2015 Expenditure Report from Hattiesburg Exchange Club for Dixie Youth Baseball.

Attachments: 2015 Dixie Youth Baseball Expenditure Report

VII.-8 2016-2438 Approve plans and specifications for four(4) ADA Accessible Bus Shelters for the City of Hattiesburg, and authorize the advertisement for same.

Attachments: Advertisement for Bids, Bus Shelters, 2016

Additional Specifications, Bus Shelters (Mass Transit), 2016

Bus Shelter Specifications 2016

VII.-9 2016-2439 Approve the City's purchase of two (2) grave spaces located in the Southwest Quarter (SW1/4) Lot 6 Section 18, of Highland Cemetery, in the amount of $350.00 to Peggy Findley; authorize manual check for the same.

Attachments: Findley- Supporting Documents

VII.-10 2016-2442 Approve the sale of grave spaces, per attached memo.

Attachments: Receipts2-2-16

Deeds 2-2-16

executed Deeds 2-2-16

VII.-11 2015-2394 Approve and authorize issuance of manual check for CDBG Program Claims per the attached memorandum. {Entitlement}

Attachments: Payment Memorandum 1-19-2016

VII.-12 2016-2409 Approve claims docket for the period ending January 31, 2016.

Attachments: DOCKET 16.01-31

City of Hattiesburg, MS

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

Master

File Number: 2016-401

File ID: 2016-401 **Type:** Resolution **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 01/27/2016

Brief Title: Condemnation Resolution, 2-02-16 **Final Action:** 02/02/2016

Minute Book Number: MB2016-28

Title:

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

Notes:

Sponsors: **Enactment Date:** 02/02/2016

Attachments: Adopt Resolution MEMO 02-02-2016, 1. 202 N. 23rd Ave., 2. 131 Saucier Dr., 3. 511 Francis St., 4. 811 Duane St., 5. 509 Francis St., 6. 219 N. 21st Ave., executed & recorded 1. 202 N. 23rd Ave. RES#2016-15, executed & recorded 2. 131 Saucier Dr. RES#2016-16, executed & recorded 3. 511 Francis St. RES#2016-17, executed & recorded 4. 811 Duane St. RES#2016-18, executed & recorded 5. 509 Francis St. RES#2016-19, executed & recorded 6. 219 N. 21st Ave. RES#2016-20

Enactment Number:

Contact: **Meeting Date:** 02/02/2016

Drafter: Akwete Muhammad **Effective Date:** 02/02/2016

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/02/2016	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.

Council President Bradley asked Mark Jordan, Code Enforcement Manager, if he had been contacted by Shelby Van Every regarding the demolition resolution for 511 Francis Street. Mr. Jordan replied in the negative but said Mr. Van Every has 15 days after the resolution has passed.

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
ΓEL-No Vote:	0	

Text of Legislative File 2016-401

Title

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

Summary

Condemnation Resolution, 2-02-16

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1	Council - Ward 2	Council - Ward 3	Council - Ward 4	Council - Ward 5
Kim Bradley	*Deborah Denard Delgado*	*Carter Carroll*	*Mary Dryden*	*Henry Naylor*

MEMORANDUM

TO: Mayor and City Council

FROM: Mark Jordan, Code Enforcement Division Manager

DATE: February 2, 2016

RE: Adopt Resolution

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.

Address	PPIN #	Ward
1. 202 N. 23rd Ave.	16132	4
2. 131Saucier Dr.	22312	2
3. 511 Francis St.	21317	5
4. 811 Duane St.	22926	4
5. 509 Francis St.	21318	5
6. 219 N. 21st Ave.	15996	4

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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-028J-08-257, 202 N. 23rd Avenue, and better described as The South Half (S ½) of Lot Nine (9) and all of Lot Ten (10) of Block Eleven (11), Hattiesburg Heights Second Survey, according to the map of 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: Kale Farms LLC, Stamp House Holdings LLC, Mississippi State Tax Commission, State Department of Revenue, & Anthony Shindelar.

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 (X's 3) (International Property Maintenance Code, Sec. 304)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Abandoned Structure/Building (X's 3) (International Property Maintenance Code, Sec. 305)

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 2nd day of February 2016.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
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PARCEL: 2-028B-05-059, 131 Saucier Dr., and better described as Lot 2, Block B of the NORTH TERRACE SUBDIVISION, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Franklin Credit Management Corp, JP Morgan Chase Bank, & Theo Henry Ratliff.

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:

Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)

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 2nd day of February 2016.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

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ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

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RESOLUTION
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PARCEL: 2-038C-16-261, 511 Francis St., and better described as Beginning at a point which is 75 feet Southwest of the Northeast corner of Lot 12 in Block 3 of the D.D. McInnis Third Survey of the City of Hattiesburg, Forrest County, Mississippi, according to the official plat of said survey on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi and run thence Southwest along Francis Street a distance of four (4) feet to the Northeast corner of the property owned by the Grantees herein, and thence run Northwest a distance 100 feet, thence run Northeast and paralleled to Francis Street a distance of four (4) feet, thence run Southeast a distance of 100 feet to the said point of beginning; the property hereby conveyed being a strip of land four feet in width and 100 feet in depth, running along the Northeast side of the property owned by the Grantees herein and known as Municipal No. 511 Francis Street and the interest of the Grantor herein being the unexpired portion of a 16th Section Lease running 99 years from and after October 17, 1947, executed by the Board of Supervisors of Forrest County, Mississippi, in favor of the Grantor.

WHEREAS, the owner of the property is: Stamp House Holdings LLC, SHO LLC, Jimmy D. Knight, and Gary Reed.

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)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)

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 2nd day of February 2016.

(SEAL)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, 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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PARCEL: 2-029L-09-069, 811 Duane Street, and better described as Lot 6, Block 12 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 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)
Inoperable Motor Vehicle (International Property Maintenance Code, Sec. 202)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)

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.

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_____ _____

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ATTEST: APPROVED:

_____ _____

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PARCEL: 2-038C-16-260, 509 Francis St., and better described as A part of Lots Eleven (11) and Twelve (12), Block Three (3) of the D.D. McInnis Third Survey 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, and more particularly described as follows to-wit:

Beginning at a point which is 75 feet southwest of the easternmost corner of lot Twelve (12) in Block Three (3) of the D.D. McInnis Third Survey of the City of Hattiesburg, Forrest County Mississippi, and run thence northeast along Francis Street for a distance of 75 feet to the said easternmost corner of said Lot Twelve (12), run thence northwest for a distance of 100 feet, thence run southwest and parallel with Francis Street for a distance of 75 feet, thence run southeast for a distance of 100 feet to the said point of beginning, the above described property being the northeast 75 feet of lots 11 and 12, Block 3 of the D.D. McInnis Third Survey, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Stamp House Holdings LLC, Happy Trails Acqusition, Mr. Willie & Mrs. Clevester Woods.

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)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)

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.

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(SEAL)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, 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:
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RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-028I-08-417, 219 N. 21st Avenue, and better described as Lot 20 and the South 40 feet of Lot 21, Block 7, of the Hattiesburg Heights First Survey, 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: Brocket LLC, Jennifer Ketteringham.

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:

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 2nd day of February 2016.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

Forrest County
Filed/Recorded APRIL 12 2016 10:10:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

CHANCERY COURT FORREST COUNTY MS

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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-028J-08-257, 202 N. 23rd Avenue, and better described as The South Half (S ½) of Lot Nine (9) and all of Lot Ten (10) of Block Eleven (11), Hattiesburg Heights Second Survey, according to the map of 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: Kale Farms LLC, Stamp House Holdings LLC, Mississippi State Tax Commission, State Department of Revenue, & Anthony Shindelar.

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 (X's 3) (International Property Maintenance Code, Sec. 304)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Abandoned Structure/Building (X's 3) (International Property Maintenance Code, Sec. 305)

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. 746567
Bk 1225 Pg 0392

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 2nd day of February 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Inst. 746567
Bk 1225 Pg 0393

Forrest County
Filed/Recorded APRIL 12 2016 10:15:00AM
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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-028B-05-059, 131 Saucier Dr., and better described as Lot 2, Block B of the NORTH TERRACE SUBDIVISION, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Franklin Credit Management Corp, JP Morgan Chase Bank, & Theo Henry Ratliff.

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:

Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)

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. 746569
Bk 1225 Pg 0396

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 2nd day of February 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Inst. 746569
Bk 1225 Pg 0397

Forrest County
Filed/Recorded APRIL 12 2016 10:12:00AM
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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-038C-16-261, 511 Francis St., and better described as Beginning at a point which is 75 feet Southwest of the Northeast corner of Lot 12 in Block 3 of the D.D. McInnis Third Survey of the City of Hattiesburg, Forrest County, Mississippi, according to the official plat of said survey on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi and run thence Southwest along Francis Street a distance of four (4) feet to the Northeast corner of the property owned by the Grantees herein, and thence run Northwest a distance 100 feet, thence run Northeast and paralleled to Francis Street a distance of four (4) feet, thence run Southeast a distance of 100 feet to the said point of beginning; the property hereby conveyed being a strip of land four feet in width and 100 feet in depth, running along the Northeast side of the property owned by the Grantees herein and known as Municipal No. 511 Francis Street and the interest of the Grantor herein being the unexpired portion of a 16th Section Lease running 99 years from and after October 17, 1947, executed by the Board of Supervisors of Forrest County, Mississippi, in favor of the Grantor.

WHEREAS, the owner of the property is: Stamp House Holdings LLC, SHO LLC, Jimmy D. Knight, and Gary Reed.

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:

Inst. 746568
Bk 1225 Pg 0394

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)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)

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 2nd day of February 2016.

(SEAL)

ATTEST:
CLERK OF COUNCIL

ADOPTED:
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:
CITY CLERK

APPROVED:
MAYOR

Inst. 746568
Bk 1225 Pg 0395

Forrest County
Filed/Recorded APRIL 12 2016 10:08:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

CHANCERY COURT
FORREST COUNTY, MS.

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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-029L-09-069, 811 Duane Street, and better described as Lot 6, Block 12 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 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)
Inoperable Motor Vehicle (International Property Maintenance Code, Sec. 202)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)

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. 746566
Bk 1225 Pg 0390

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 2nd day of February 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Inst. 746566
Bk 1225 Pg 0391

Forrest County
Filed/Recorded APRIL 12 2016 10:06:00AM
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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-038C-16-260, 509 Francis St., and better described as A part of Lots Eleven (11) and Twelve (12), Block Three (3) of the D.D. McInnis Third Survey 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, and more particularly described as follows to-wit:

Beginning at a point which is 75 feet southwest of the easternmost corner of lot Twelve (12) in Block Three (3) of the D.D. McInnis Third Survey of the City of Hattiesburg, Forrest County Mississippi, and run thence northeast along Francis Street for a distance of 75 feet to the said easternmost corner of said Lot Twelve (12), run thence northwest for a distance of 100 feet, thence run southwest and parallel with Francis Street for a distance of 75 feet, thence run southeast for a distance of 100 feet to the said point of beginning, the above described property being the northeast 75 feet of lots 11 and 12, Block 3 of the D.D. McInnis Third Survey, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Stamp House Holdings LLC, Happy Trails Acqusition, Mr. Willie & Mrs. Clevester Woods.

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:

Inst. 746565
Bk 1225 Pg 0388

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)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)

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 2nd day of February 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Inst. 746565
Bk 1225 Pg 0389

Forrest County
Filed/Recorded APRIL 12 2016 10:04:00AM
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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-028I-08-417, 219 N. 21st Avenue, and better described as Lot 20 and the South 40 feet of Lot 21, Block 7, of the Hattiesburg Heights First Survey, 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: Brocket LLC, Jennifer Ketteringham.

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:

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.

Inst. 746564
Bk 1225 Pg 0386

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 2nd day of February 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Inst. 746564
Bk 1225 Pg 0387

Forrest County
Filed/Recorded APRIL 12 2016 10:10:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

CHANCERY COURT FORREST COUNTY MS

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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-028J-08-257, 202 N. 23rd Avenue, and better described as The South Half (S ½) of Lot Nine (9) and all of Lot Ten (10) of Block Eleven (11), Hattiesburg Heights Second Survey, according to the map of 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: Kale Farms LLC, Stamp House Holdings LLC, Mississippi State Tax Commission, State Department of Revenue, & Anthony Shindelar.

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 (X's 3) (International Property Maintenance Code, Sec. 304)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Abandoned Structure/Building (X's 3) (International Property Maintenance Code, Sec. 305)

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. 746567
Bk 1225 Pg 0392

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 2nd day of February 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Inst. 746567
Bk 1225 Pg 0393

Forrest County
Filed/Recorded APRIL 12 2016 10:15:00AM
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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-028B-05-059, 131 Saucier Dr., and better described as Lot 2, Block B of the NORTH TERRACE SUBDIVISION, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Franklin Credit Management Corp, JP Morgan Chase Bank, & Theo Henry Ratliff.

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:

Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)

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. 746569
Bk 1225 Pg 0396

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 2nd day of February 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Inst. 746569
Bk 1225 Pg 0397

Forrest County
Filed/Recorded APRIL 12 2016 10:12:00AM
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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-038C-16-261, 511 Francis St., and better described as Beginning at a point which is 75 feet Southwest of the Northeast corner of Lot 12 in Block 3 of the D.D. McInnis Third Survey of the City of Hattiesburg, Forrest County, Mississippi, according to the official plat of said survey on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi and run thence Southwest along Francis Street a distance of four (4) feet to the Northeast corner of the property owned by the Grantees herein, and thence run Northwest a distance 100 feet, thence run Northeast and paralleled to Francis Street a distance of four (4) feet, thence run Southeast a distance of 100 feet to the said point of beginning; the property hereby conveyed being a strip of land four feet in width and 100 feet in depth, running along the Northeast side of the property owned by the Grantees herein and known as Municipal No. 511 Francis Street and the interest of the Grantor herein being the unexpired portion of a 16th Section Lease running 99 years from and after October 17, 1947, executed by the Board of Supervisors of Forrest County, Mississippi, in favor of the Grantor.

WHEREAS, the owner of the property is: Stamp House Holdings LLC, SHO LLC, Jimmy D. Knight, and Gary Reed.

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:

Inst. 746568
Bk 1225 Pg 0394

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)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)

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 2nd day of February 2016.

(SEAL)

ATTEST:
CLERK OF COUNCIL

ADOPTED:
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:
CITY CLERK

APPROVED:
MAYOR

Inst. 746568
Bk 1225 Pg 0395

Forrest County
Filed/Recorded APRIL 12 2016 10:08:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

CHANCERY COURT
FORREST COUNTY, MS.

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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-029L-09-069, 811 Duane Street, and better described as Lot 6, Block 12 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 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)
Inoperable Motor Vehicle (International Property Maintenance Code, Sec. 202)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)

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. 746566
Bk 1225 Pg 0390

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 2nd day of February 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Inst. 746566
Bk 1225 Pg 0391

Forrest County
Filed/Recorded APRIL 12 2016 10:06:00AM
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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-038C-16-260, 509 Francis St., and better described as A part of Lots Eleven (11) and Twelve (12), Block Three (3) of the D.D. McInnis Third Survey 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, and more particularly described as follows to-wit:

Beginning at a point which is 75 feet southwest of the easternmost corner of lot Twelve (12) in Block Three (3) of the D.D. McInnis Third Survey of the City of Hattiesburg, Forrest County Mississippi, and run thence northeast along Francis Street for a distance of 75 feet to the said easternmost corner of said Lot Twelve (12), run thence northwest for a distance of 100 feet, thence run southwest and parallel with Francis Street for a distance of 75 feet, thence run southeast for a distance of 100 feet to the said point of beginning, the above described property being the northeast 75 feet of lots 11 and 12, Block 3 of the D.D. McInnis Third Survey, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Stamp House Holdings LLC, Happy Trails Acqusition, Mr. Willie & Mrs. Clevester Woods.

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:

Inst. 746565
Bk 1225 Pg 0388

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)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)

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 2nd day of February 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Inst. 746565
Bk 1225 Pg 0389

Forrest County
Filed/Recorded APRIL 12 2016 10:04:00AM
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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-028I-08-417, 219 N. 21st Avenue, and better described as Lot 20 and the South 40 feet of Lot 21, Block 7, of the Hattiesburg Heights First Survey, 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: Brocket LLC, Jennifer Ketteringham.

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:

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.

Inst. 746564
Bk 1225 Pg 0386

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 2nd day of February 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Inst. 746564
Bk 1225 Pg 0387

Forrest County
Filed/Recorded APRIL 12 2016 10:10:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

CHANCERY COURT FORREST COUNTY MS

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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-028J-08-257, 202 N. 23rd Avenue, and better described as The South Half (S ½) of Lot Nine (9) and all of Lot Ten (10) of Block Eleven (11), Hattiesburg Heights Second Survey, according to the map of 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: Kale Farms LLC, Stamp House Holdings LLC, Mississippi State Tax Commission, State Department of Revenue, & Anthony Shindelar.

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 (X's 3) (International Property Maintenance Code, Sec. 304)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Abandoned Structure/Building (X's 3) (International Property Maintenance Code, Sec. 305)

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. 746567
Bk 1225 Pg 0392

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 2nd day of February 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Inst. 746567
Bk 1225 Pg 0393

Forrest County
Filed/Recorded APRIL 12 2016 10:15:00AM
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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-028B-05-059, 131 Saucier Dr., and better described as Lot 2, Block B of the NORTH TERRACE SUBDIVISION, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Franklin Credit Management Corp, JP Morgan Chase Bank, & Theo Henry Ratliff.

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:

Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)

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. 746569
Bk 1225 Pg 0396

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 2nd day of February 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Inst. 746569
Bk 1225 Pg 0397

Forrest County
Filed/Recorded APRIL 12 2016 10:12:00AM
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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-038C-16-261, 511 Francis St., and better described as Beginning at a point which is 75 feet Southwest of the Northeast corner of Lot 12 in Block 3 of the D.D. McInnis Third Survey of the City of Hattiesburg, Forrest County, Mississippi, according to the official plat of said survey on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi and run thence Southwest along Francis Street a distance of four (4) feet to the Northeast corner of the property owned by the Grantees herein, and thence run Northwest a distance 100 feet, thence run Northeast and paralleled to Francis Street a distance of four (4) feet, thence run Southeast a distance of 100 feet to the said point of beginning; the property hereby conveyed being a strip of land four feet in width and 100 feet in depth, running along the Northeast side of the property owned by the Grantees herein and known as Municipal No. 511 Francis Street and the interest of the Grantor herein being the unexpired portion of a 16th Section Lease running 99 years from and after October 17, 1947, executed by the Board of Supervisors of Forrest County, Mississippi, in favor of the Grantor.

WHEREAS, the owner of the property is: Stamp House Holdings LLC, SHO LLC, Jimmy D. Knight, and Gary Reed.

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:

Inst. 746568
Bk 1225 Pg 0394

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)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)

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 2nd day of February 2016.

(SEAL)

ATTEST:
CLERK OF COUNCIL

ADOPTED:
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:
CITY CLERK

APPROVED:
MAYOR

Inst. 746568
Bk 1225 Pg 0395

Forrest County
Filed/Recorded APRIL 12 2016 10:08:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

CHANCERY COURT
FORREST COUNTY, MS.

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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-029L-09-069, 811 Duane Street, and better described as Lot 6, Block 12 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 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)
Inoperable Motor Vehicle (International Property Maintenance Code, Sec. 202)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)

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. 746566
Bk 1225 Pg 0390

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 2nd day of February 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Inst. 746566
Bk 1225 Pg 0391

Forrest County
Filed/Recorded APRIL 12 2016 10:06:00AM
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

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City Clerk's Office
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Hattiesburg, Mississippi 39403-1898

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-038C-16-260, 509 Francis St., and better described as A part of Lots Eleven (11) and Twelve (12), Block Three (3) of the D.D. McInnis Third Survey 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, and more particularly described as follows to-wit:

Beginning at a point which is 75 feet southwest of the easternmost corner of lot Twelve (12) in Block Three (3) of the D.D. McInnis Third Survey of the City of Hattiesburg, Forrest County Mississippi, and run thence northeast along Francis Street for a distance of 75 feet to the said easternmost corner of said Lot Twelve (12), run thence northwest for a distance of 100 feet, thence run southwest and parallel with Francis Street for a distance of 75 feet, thence run southeast for a distance of 100 feet to the said point of beginning, the above described property being the northeast 75 feet of lots 11 and 12, Block 3 of the D.D. McInnis Third Survey, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Stamp House Holdings LLC, Happy Trails Acqusition, Mr. Willie & Mrs. Clevester Woods.

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:

Inst. 746565
Bk 1225 Pg 0388

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)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)

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 2nd day of February 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Inst. 746565
Bk 1225 Pg 0389

Forrest County
Filed/Recorded APRIL 12 2016 10:04:00AM
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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-028I-08-417, 219 N. 21st Avenue, and better described as Lot 20 and the South 40 feet of Lot 21, Block 7, of the Hattiesburg Heights First Survey, 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: Brocket LLC, Jennifer Ketteringham.

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:

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.

Inst. 746564
Bk 1225 Pg 0386

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 2nd day of February 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Inst. 746564
Bk 1225 Pg 0387

Forrest County
Filed/Recorded APRIL 12 2016 10:10:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

CHANCERY COURT FORREST COUNTY MS

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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-028J-08-257, 202 N. 23rd Avenue, and better described as The South Half (S ½) of Lot Nine (9) and all of Lot Ten (10) of Block Eleven (11), Hattiesburg Heights Second Survey, according to the map of 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: Kale Farms LLC, Stamp House Holdings LLC, Mississippi State Tax Commission, State Department of Revenue, & Anthony Shindelar.

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 (X's 3) (International Property Maintenance Code, Sec. 304)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Abandoned Structure/Building (X's 3) (International Property Maintenance Code, Sec. 305)

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. 746567
Bk 1225 Pg 0392

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 2nd day of February 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Inst. 746567
Bk 1225 Pg 0393

Forrest County
Filed/Recorded APRIL 12 2016 10:15:00AM
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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-028B-05-059, 131 Saucier Dr., and better described as Lot 2, Block B of the NORTH TERRACE SUBDIVISION, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Franklin Credit Management Corp, JP Morgan Chase Bank, & Theo Henry Ratliff.

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:

Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)

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. 746569
Bk 1225 Pg 0396

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 2nd day of February 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Inst. 746569
Bk 1225 Pg 0397

Forrest County
Filed/Recorded APRIL 12 2016 10:12:00AM
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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-038C-16-261, 511 Francis St., and better described as Beginning at a point which is 75 feet Southwest of the Northeast corner of Lot 12 in Block 3 of the D.D. McInnis Third Survey of the City of Hattiesburg, Forrest County, Mississippi, according to the official plat of said survey on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi and run thence Southwest along Francis Street a distance of four (4) feet to the Northeast corner of the property owned by the Grantees herein, and thence run Northwest a distance 100 feet, thence run Northeast and paralleled to Francis Street a distance of four (4) feet, thence run Southeast a distance of 100 feet to the said point of beginning; the property hereby conveyed being a strip of land four feet in width and 100 feet in depth, running along the Northeast side of the property owned by the Grantees herein and known as Municipal No. 511 Francis Street and the interest of the Grantor herein being the unexpired portion of a 16th Section Lease running 99 years from and after October 17, 1947, executed by the Board of Supervisors of Forrest County, Mississippi, in favor of the Grantor.

WHEREAS, the owner of the property is: Stamp House Holdings LLC, SHO LLC, Jimmy D. Knight, and Gary Reed.

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:

Inst. 746568
Bk 1225 Pg 0394

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)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)

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 2nd day of February 2016.

(SEAL)

ATTEST:
CLERK OF COUNCIL

ADOPTED:
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:
CITY CLERK

APPROVED:
MAYOR

Inst. 746568
Bk 1225 Pg 0395

Forrest County
Filed/Recorded APRIL 12 2016 10:08:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

CHANCERY COURT
FORREST COUNTY, MS.

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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-029L-09-069, 811 Duane Street, and better described as Lot 6, Block 12 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 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)
Inoperable Motor Vehicle (International Property Maintenance Code, Sec. 202)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)

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. 746566
Bk 1225 Pg 0390

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 2nd day of February 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Inst. 746566
Bk 1225 Pg 0391

Forrest County
Filed/Recorded APRIL 12 2016 10:06:00AM
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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-038C-16-260, 509 Francis St., and better described as A part of Lots Eleven (11) and Twelve (12), Block Three (3) of the D.D. McInnis Third Survey 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, and more particularly described as follows to-wit:

Beginning at a point which is 75 feet southwest of the easternmost corner of lot Twelve (12) in Block Three (3) of the D.D. McInnis Third Survey of the City of Hattiesburg, Forrest County Mississippi, and run thence northeast along Francis Street for a distance of 75 feet to the said easternmost corner of said Lot Twelve (12), run thence northwest for a distance of 100 feet, thence run southwest and parallel with Francis Street for a distance of 75 feet, thence run southeast for a distance of 100 feet to the said point of beginning, the above described property being the northeast 75 feet of lots 11 and 12, Block 3 of the D.D. McInnis Third Survey, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Stamp House Holdings LLC, Happy Trails Acqusition, Mr. Willie & Mrs. Clevester Woods.

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:

Inst. 746565
Bk 1225 Pg 0388

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)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)

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 2nd day of February 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Inst. 746565
Bk 1225 Pg 0389

Forrest County
Filed/Recorded APRIL 12 2016 10:04:00AM
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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-028I-08-417, 219 N. 21st Avenue, and better described as Lot 20 and the South 40 feet of Lot 21, Block 7, of the Hattiesburg Heights First Survey, 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: Brocket LLC, Jennifer Ketteringham.

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:

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.

Inst. 746564
Bk 1225 Pg 0386

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 2nd day of February 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Inst. 746564
Bk 1225 Pg 0387

Forrest County
Filed/Recorded APRIL 12 2016 10:10:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

CHANCERY COURT FORREST COUNTY MS

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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-028J-08-257, 202 N. 23rd Avenue, and better described as The South Half (S ½) of Lot Nine (9) and all of Lot Ten (10) of Block Eleven (11), Hattiesburg Heights Second Survey, according to the map of 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: Kale Farms LLC, Stamp House Holdings LLC, Mississippi State Tax Commission, State Department of Revenue, & Anthony Shindelar.

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 (X's 3) (International Property Maintenance Code, Sec. 304)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Abandoned Structure/Building (X's 3) (International Property Maintenance Code, Sec. 305)

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. 746567
Bk 1225 Pg 0392

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 2nd day of February 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Inst. 746567
Bk 1225 Pg 0393

Forrest County
Filed/Recorded APRIL 12 2016 10:15:00AM
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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-028B-05-059, 131 Saucier Dr., and better described as Lot 2, Block B of the NORTH TERRACE SUBDIVISION, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Franklin Credit Management Corp, JP Morgan Chase Bank, & Theo Henry Ratliff.

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:

Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)

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. 746569
Bk 1225 Pg 0396

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 2nd day of February 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Inst. 746569
Bk 1225 Pg 0397

Forrest County
Filed/Recorded APRIL 12 2016 10:12:00AM
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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-038C-16-261, 511 Francis St., and better described as Beginning at a point which is 75 feet Southwest of the Northeast corner of Lot 12 in Block 3 of the D.D. McInnis Third Survey of the City of Hattiesburg, Forrest County, Mississippi, according to the official plat of said survey on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi and run thence Southwest along Francis Street a distance of four (4) feet to the Northeast corner of the property owned by the Grantees herein, and thence run Northwest a distance 100 feet, thence run Northeast and paralleled to Francis Street a distance of four (4) feet, thence run Southeast a distance of 100 feet to the said point of beginning; the property hereby conveyed being a strip of land four feet in width and 100 feet in depth, running along the Northeast side of the property owned by the Grantees herein and known as Municipal No. 511 Francis Street and the interest of the Grantor herein being the unexpired portion of a 16th Section Lease running 99 years from and after October 17, 1947, executed by the Board of Supervisors of Forrest County, Mississippi, in favor of the Grantor.

WHEREAS, the owner of the property is: Stamp House Holdings LLC, SHO LLC, Jimmy D. Knight, and Gary Reed.

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:

Inst. 746568
Bk 1225 Pg 0394

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)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)

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 2nd day of February 2016.

(SEAL)

ATTEST:
CLERK OF COUNCIL

ADOPTED:
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:
CITY CLERK

APPROVED:
MAYOR

Inst. 746568
Bk 1225 Pg 0395

Forrest County
Filed/Recorded APRIL 12 2016 10:08:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

CHANCERY COURT
FORREST COUNTY, MS.

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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-029L-09-069, 811 Duane Street, and better described as Lot 6, Block 12 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 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)
Inoperable Motor Vehicle (International Property Maintenance Code, Sec. 202)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)

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. 746566
Bk 1225 Pg 0390

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 2nd day of February 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Inst. 746566
Bk 1225 Pg 0391

Forrest County
Filed/Recorded APRIL 12 2016 10:06:00AM
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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-038C-16-260, 509 Francis St., and better described as A part of Lots Eleven (11) and Twelve (12), Block Three (3) of the D.D. McInnis Third Survey 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, and more particularly described as follows to-wit:

Beginning at a point which is 75 feet southwest of the easternmost corner of lot Twelve (12) in Block Three (3) of the D.D. McInnis Third Survey of the City of Hattiesburg, Forrest County Mississippi, and run thence northeast along Francis Street for a distance of 75 feet to the said easternmost corner of said Lot Twelve (12), run thence northwest for a distance of 100 feet, thence run southwest and parallel with Francis Street for a distance of 75 feet, thence run southeast for a distance of 100 feet to the said point of beginning, the above described property being the northeast 75 feet of lots 11 and 12, Block 3 of the D.D. McInnis Third Survey, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Stamp House Holdings LLC, Happy Trails Acqusition, Mr. Willie & Mrs. Clevester Woods.

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:

Inst. 746565
Bk 1225 Pg 0388

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)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)

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 2nd day of February 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Inst. 746565
Bk 1225 Pg 0389

Forrest County
Filed/Recorded APRIL 12 2016 10:04:00AM
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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-028I-08-417, 219 N. 21st Avenue, and better described as Lot 20 and the South 40 feet of Lot 21, Block 7, of the Hattiesburg Heights First Survey, 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: Brocket LLC, Jennifer Ketteringham.

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:

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.

Inst. 746564
Bk 1225 Pg 0386

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 2nd day of February 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Inst. 746564
Bk 1225 Pg 0387

Forrest County
Filed/Recorded APRIL 12 2016 10:10:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

CHANCERY COURT FORREST COUNTY MS

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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-028J-08-257, 202 N. 23rd Avenue, and better described as The South Half (S ½) of Lot Nine (9) and all of Lot Ten (10) of Block Eleven (11), Hattiesburg Heights Second Survey, according to the map of 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: Kale Farms LLC, Stamp House Holdings LLC, Mississippi State Tax Commission, State Department of Revenue, & Anthony Shindelar.

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 (X's 3) (International Property Maintenance Code, Sec. 304)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Abandoned Structure/Building (X's 3) (International Property Maintenance Code, Sec. 305)

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. 746567
Bk 1225 Pg 0392

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 2nd day of February 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Inst. 746567
Bk 1225 Pg 0393

Forrest County
Filed/Recorded APRIL 12 2016 10:15:00AM
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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-028B-05-059, 131 Saucier Dr., and better described as Lot 2, Block B of the NORTH TERRACE SUBDIVISION, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Franklin Credit Management Corp, JP Morgan Chase Bank, & Theo Henry Ratliff.

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:

Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)

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. 746569
Bk 1225 Pg 0396

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 2nd day of February 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Inst. 746569
Bk 1225 Pg 0397

Forrest County
Filed/Recorded APRIL 12 2016 10:12:00AM
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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-038C-16-261, 511 Francis St., and better described as Beginning at a point which is 75 feet Southwest of the Northeast corner of Lot 12 in Block 3 of the D.D. McInnis Third Survey of the City of Hattiesburg, Forrest County, Mississippi, according to the official plat of said survey on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi and run thence Southwest along Francis Street a distance of four (4) feet to the Northeast corner of the property owned by the Grantees herein, and thence run Northwest a distance 100 feet, thence run Northeast and paralleled to Francis Street a distance of four (4) feet, thence run Southeast a distance of 100 feet to the said point of beginning; the property hereby conveyed being a strip of land four feet in width and 100 feet in depth, running along the Northeast side of the property owned by the Grantees herein and known as Municipal No. 511 Francis Street and the interest of the Grantor herein being the unexpired portion of a 16th Section Lease running 99 years from and after October 17, 1947, executed by the Board of Supervisors of Forrest County, Mississippi, in favor of the Grantor.

WHEREAS, the owner of the property is: Stamp House Holdings LLC, SHO LLC, Jimmy D. Knight, and Gary Reed.

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:

Inst. 746568
Bk 1225 Pg 0394

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)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)

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 2nd day of February 2016.

(SEAL)

ATTEST:
CLERK OF COUNCIL

ADOPTED:
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:
CITY CLERK

APPROVED:
MAYOR

Inst. 746568
Bk 1225 Pg 0395

Forrest County
Filed/Recorded APRIL 12 2016 10:08:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

CHANCERY COURT
FORREST COUNTY, MS.

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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-029L-09-069, 811 Duane Street, and better described as Lot 6, Block 12 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 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)
Inoperable Motor Vehicle (International Property Maintenance Code, Sec. 202)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)

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. 746566
Bk 1225 Pg 0390

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 2nd day of February 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Inst. 746566
Bk 1225 Pg 0391

Forrest County
Filed/Recorded APRIL 12 2016 10:06:00AM
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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-038C-16-260, 509 Francis St., and better described as A part of Lots Eleven (11) and Twelve (12), Block Three (3) of the D.D. McInnis Third Survey 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, and more particularly described as follows to-wit:

Beginning at a point which is 75 feet southwest of the easternmost corner of lot Twelve (12) in Block Three (3) of the D.D. McInnis Third Survey of the City of Hattiesburg, Forrest County Mississippi, and run thence northeast along Francis Street for a distance of 75 feet to the said easternmost corner of said Lot Twelve (12), run thence northwest for a distance of 100 feet, thence run southwest and parallel with Francis Street for a distance of 75 feet, thence run southeast for a distance of 100 feet to the said point of beginning, the above described property being the northeast 75 feet of lots 11 and 12, Block 3 of the D.D. McInnis Third Survey, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Stamp House Holdings LLC, Happy Trails Acqusition, Mr. Willie & Mrs. Clevester Woods.

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:

Inst. 746565
Bk 1225 Pg 0388

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)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)

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 2nd day of February 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Inst. 746565
Bk 1225 Pg 0389

Forrest County
Filed/Recorded APRIL 12 2016 10:04:00AM
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 Tuesday the 5th day of January, 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on Monday, the 1st day of February, 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: 2-028I-08-417, 219 N. 21st Avenue, and better described as Lot 20 and the South 40 feet of Lot 21, Block 7, of the Hattiesburg Heights First Survey, 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: Brocket LLC, Jennifer Ketteringham.

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:

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.

Inst. 746564
Bk 1225 Pg 0386

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 2nd day of February 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 2nd day of February, A.D., 2016

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Inst. 746564
Bk 1225 Pg 0387

City of Hattiesburg, MS

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

Master

File Number: 2016-2435

File ID: 2016-2435 **Type:** Resolution **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 01/26/2016

Brief Title: Interlocal Agreement - Whispering Pines TIF **Final Action:** 02/02/2016

Minute Book Number: MB2016-28-29

Title:

Adopt resolution approving and authorizing the execution of an Interlocal Agreement between Forrest County, Mississippi (the "County"), and the City (the "Interlocal Agreement") in connection with the City's Tax Increment Limited Obligation Bonds (Whispering Pines Retirement Community Project) to facilitate the implementation and development of the Whispering Pines Retirement Community Project; and for related purposes.

Notes:

Sponsors: **Enactment Date:**

Attachments: Interlocal Agreement-Whispering Pines, executed
Interlocal Agreement-Whispering Pines
RES#2016-21

Enactment Number:

Contact: **Meeting Date:** 02/02/2016

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/02/2016	Adopt				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Adopt resolution approving and authorizing the execution of an Interlocal Agreement between Forrest County, Mississippi (the "County"), and the City (the "Interlocal Agreement") in connection with the City's Tax Increment Limited Obligation Bonds (Whispering Pines Retirement Community Project) to facilitate the implementation and development of the Whispering Pines Retirement Community Project; 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
ΓEL-No Vote:	0	

Text of Legislative File 2016-2435

Title

Adopt resolution approving and authorizing the execution of an Interlocal Agreement between Forrest County, Mississippi (the "County"), and the City (the "Interlocal Agreement") in connection with the City's Tax Increment Limited Obligation Bonds (Whispering Pines Retirement Community Project) to facilitate the implementation and development of the Whispering Pines Retirement Community Project; and for related purposes.

Summary

Interlocal Agreement - Whispering Pines TIF

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY"), APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORREST COUNTY, MISSISSIPPI (THE "COUNTY"), AND THE CITY (THE "INTERLOCAL AGREEMENT") IN CONNECTION WITH THE CITY'S TAX INCREMENT LIMITED OBLIGATION BONDS (WHISPERING PINES RETIREMENT COMMUNITY PROJECT) TO FACILITATE THE IMPLEMENTATION AND DEVELOPMENT OF THE WHISPERING PINES RETIREMENT COMMUNITY PROJECT; AND FOR RELATED PURPOSES.

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

WHEREAS, on September 18, 2012, the City of Hattiesburg, Mississippi (the "City") approved and adopted the City's Tax Increment Financing Plan Whispering Pines Retirement Community Project, 2012 (the "City TIF Plan") and the County approved the County's Tax Increment Financing Plan Whispering Pines Retirement Community Project, 2012 on September 6, 2012 (the "County TIF Plan") (the City TIF Plan and County TIF Plan, as same may from time to time be amended, collectively referred to hereinafter as the "TIF Plans"). The TIF Plans provide for the City to issue an aggregate not to exceed the principal amount of $7,000,000 Tax Increment Limited Obligation Bonds of the City in one or more series (the "Bonds") to fund certain Infrastructure Improvements described in the TIF Plans and further to provide for the joint and mutual pledge and division of the incremental increase in tax revenues generated by the development and redevelopment within the Tax Increment Financing District defined in the TIF Plans as security for the Bonds; and

WHEREAS, the City and County desire to enter into an Interlocal Agreement (the "Interlocal Agreement"), attached hereto as **EXIHIBT A**, for the implementation of the TIF Plans and funding the infrastructure improvements as defined in the TIF Plans and as authorized under Chapter 45 of Title 21, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "Act"); and

WHEREAS, pursuant to the Interlocal Agreement, the City and the County shall contract with each other for the joint and cooperative action relating to the financing for the construction of the Infrastructure Improvements and to jointly pledge revenues to fund the debt service of any such indebtedness incurred pursuant to the Act, with the County's total responsibility being limited to those amounts as set forth in the Interlocal Agreement; and

WHEREAS, said Interlocal Agreement is necessary to facilitate implementation of the County and City TIF Plans.

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 does hereby approve the Interlocal

Agreement in the form attached hereto as **EXHIBIT A**, and does hereby authorize the Mayor and City Clerk to execute the Interlocal Agreement attached hereto, for and on behalf of the City.

SECTION 2. All orders, resolutions or proceedings of this Governing Body in conflict with the provisions of this resolution shall be and are hereby appealed, rescinded and set aside, but only to the extent of such conflict, if any.

SECTION 3. For cause, this resolution shall become effective immediately upon adoption thereof.

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

Yeas Nays Absent

The President thereby declared the motion carried and the resolution adopted, this the 2nd day of February, 2016.

(SEAL)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of February, 2016.

ATTEST:

_____ _____
CLERK MAYOR
CITY OF HATTIESBURG, MISSISSIPPI CITY OF HATTIESBURG, MISSISSIPPI

(SEAL)

EXHIBIT A

INTERLOCAL AGREEMENT

INTERLOCAL COOPERATION AGREEMENT

Whispering Pines TIF Project

THIS AGREEMENT is made by and between **FORREST COUNTY, MISSISSIPPI** (the "County"), a political subdivision of the State of Mississippi, acting by and through its duly elected and serving Board of Supervisors, and the **CITY OF HATTIESBURG, MISSISSIPPI** (the "City"), a municipal corporation of the State of Mississippi, acting by and through its duly elected and serving Mayor and City Council.

WITNESSETH:

WHEREAS, the City and County are authorized pursuant to §§ 21-45-1 et seq., Mississippi Code of 1972, as amended (the "Act"), to contract with each other for joint and cooperative action relating to the financing for the construction of infrastructure improvements and facilities and to jointly pledge revenues to fund the debt service of any such indebtedness incurred pursuant to the Act; and

WHEREAS, Whispering Pines Retirement Community, LLC, a Mississippi limited liability company (the "Developer") requested the City and County to participate in the construction of a Redevelopment Project (as defined in the Act) in conjunction with the Tax Increment Financing Plan Whispering Pines Retirement Community Project, City of Hattiesburg, Mississippi, 2012, as from time to time amended, (the "City TIF Plan") and the Tax Increment Financing Plan Whispering Pines Retirement Community Project, Forrest County, Mississippi, 2012, as from time to time amended, (the "County TIF Plan" together with the City TIF Plan, the "TIF Plans") by issuing tax increment limited obligation bonds in principal amount of up to $7,000,000 for a term of up to fifteen (15) years, a portion of the proceeds of which will be used to pay the costs of constructing infrastructure improvements necessary for the Redevelopment Project as described in the TIF Plans and as authorized pursuant to the Act; and

WHEREAS, pursuant to the TIF Plans, the City entered into a Security and Reimbursement Agreement with the Developer, dated March 5, 2013, (the "Development Agreement"), memorializing the Developer's agreement to construct the infrastructure improvements and complete the Redevelopment Project in phases and the City's intent, acting in concert with the County, to issue tax increment limited obligation bonds in principal amount of not to exceed $7,000,000 for a term of up to fifteen (15) years (the "Bonds"), in one or more series, subject to the conditions set forth in the Development Agreement, in order to fund all or a part of the costs of the Infrastructure Improvements (as defined in the TIF Plans and the Development Agreement and subject to those conditions stated in the Development Agreement) all as are authorized by the Act and as described in the TIF Plans (the TIF Plans and the Development Agreement being hereafter referred to, collectively, as the "TIF Documents"); and

WHEREAS, the City and the County, in accordance with the TIF Documents, desire to, and hereby do, enter into this Interlocal Cooperation Agreement ("this Agreement") wherein the City and the County agree to pledge certain incremental increases in real and personal property ad valorem tax revenue (excluding school taxes) and payments in lieu of taxes, if applicable, generated by the Redevelopment Project as security for debt service on the Bonds issued by the City for purposes of reimbursing the Developer for part of the costs of the Infrastructure Improvements as defined in the TIF Documents.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the above and the mutual covenants and promises contained herein, the City and the County do hereby agree as follows:

1. **DURATION:** This Agreement shall be in force and effect until the Bonds, including any bonds issued for purposes of refunding the Bonds, issued by the City under the TIF Documents are paid in full.

2. **PURPOSE:** The purpose of this Agreement is to define the responsibilities of the City and County with respect to the development and redevelopment of the TIF District as described and set forth in the TIF Documents and the financing of certain of the Infrastructure Improvements in connection thereto.

3. **STATUTORY AUTHORITY:** The City and County are authorized to fulfill the terms of this Agreement under the authority of §§ 21-45-1 et seq., Mississippi Code of 1972, as amended.

4. **REDEVELOPMENT PROJECT:** Shall consist of the "Whispering Pines Retirement Community Project" development as described in the TIF Plans, which includes a high quality continuing care retirement community with supporting commercial, retail, and medical service providers on the Highway 11 corridor in the City and County, with additional land for future development within the TIF District all as defined in the TIF Documents.

5. **THE INFRASTRUCTURE IMPROVEMENTS:** Shall consist of the Redevelopment Project related Infrastructure Improvements as defined in the TIF Documents including, 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 curb and gutter, sidewalks; installation of traffic signalization and signage; grading, lighting and landscaping of rights-of-way; capitalized interest; and other related expenses such as engineering; TIF Plan preparation fees; other incidental costs; and related professional fees as identified in the TIF Plans.

6. **ADMINISTRATION:** This Agreement shall be administered as a joint undertaking of the County and City. A separate entity is not created under this Agreement.

(1) The City shall have the following obligations and responsibilities:

a. The City is designated as the legal entity assigned the responsibility for administration of this joint undertaking, and the City Clerk is hereby designated as the officer to receive, disburse and account for the funds of the undertaking in the manner prescribed by law.

b. The City shall provide documentation to the County for any expenditures made with respect to this Agreement.

c. The City will employ best efforts to cooperate with the Developer, it successors and/or assigns to process and timely issue permits, approve plans and effect consideration of and/or performing and/or taking such other actions as may facilitate and/or support the Developer in completing the Redevelopment Project. The City will effect such procedures with respect to the sale and issuance of the Bonds, including, without limitation, the adoption of appropriate resolutions and such other procedures and documents as may be required by the Act.

d. Subject to the City's verification of the lawfully available Tax Increment (as defined herein below) available to the City under the TIF Plans and this Interlocal Agreement; and inspection of the Infrastructure Improvements as defined in the TIF Documents to verify that they have been completed in accordance with the City's standards, codes and resolutions; the City will use all reasonable efforts to sell and issue the Bonds, in one or more series, in an aggregate amount not to exceed ($7,000,000), pursuant to the terms of the Act on such terms, conditions and rates of interest as shall be mutually agreeable to the City and to the purchaser of the Bonds; provided, however, that no series of the Bonds will be sold and issued until such time as the Developer has complied with the prerequisites to issuance set forth in the TIF Documents.

e. Payment of the principal and interest on the Bonds will be secured and provided for by a pledge from the City and County of the Tax Increment as defined hereinbelow. As used herein and in this Agreement, "Tax Increment" shall mean the incremental increase in real and personal property ad valorem tax revenue (excluding school taxes) and payments in lieu of taxes, if applicable,

generated within the TIF District to the City and County by the Redevelopment Project as provided for in the TIF Documents (respectively, the "City Share" and the "County Share").

f. Costs of issuance for the Bonds including, but not limited to, the fees and expenses of the City, will be paid from the proceeds of the Bonds.

g. The City shall provide for the timely payment of debt service relating to the Bonds utilizing the lawfully available Tax Increment, including the City Share and the County Share.

(2) The County shall have the following obligations and responsibilities:

a. As set forth in the TIF Documents and this Agreement, the County shall pledge the County Share of the Tax Increment as security for the Bonds.

b. The County hereby agrees to execute any security instruments consistent with this Agreement as may be reasonably necessary and required by the City's Bond Resolution for the issuance of each series of the Bonds, including any refunding of the Bonds.

c. The County shall provide for the timely payment of the County Share to the City Clerk so as to enable the City to make timely payment of debt service relating to the Bonds as set forth herein.

5. **AMENDMENT:** This Agreement may be amended by mutual written consent of the County and the City.

6. **EFFECTIVE DATE:** This Agreement shall become effective from and after the date it has been approved by the governing authorities of the County and City and executed by the parties hereto using multiple counterparts.

THIS AGREEMENT ENTERED into this the ____ day of _____, 2016.

CITY OF HATTIESBURG, MISSISSIPPI

By:_____

Mayor

ATTEST:

By:_____

City Clerk

FORREST COUNTY, MISSISSIPPI

By:_____

President, Board of Supervisors

ATTEST:

_____

Chancery Clerk

19143652 v1

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY"), APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORREST COUNTY, MISSISSIPPI (THE "COUNTY"), AND THE CITY (THE "INTERLOCAL AGREEMENT") IN CONNECTION WITH THE CITY'S TAX INCREMENT LIMITED OBLIGATION BONDS (WHISPERING PINES RETIREMENT COMMUNITY PROJECT) TO FACILITATE THE IMPLEMENTATION AND DEVELOPMENT OF THE WHISPERING PINES RETIREMENT COMMUNITY PROJECT; AND FOR RELATED PURPOSES.

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

WHEREAS, on September 18, 2012, the City of Hattiesburg, Mississippi (the "City") approved and adopted the City's Tax Increment Financing Plan Whispering Pines Retirement Community Project, 2012 (the "City TIF Plan") and the County approved the County's Tax Increment Financing Plan Whispering Pines Retirement Community Project, 2012 on September 6, 2012 (the "County TIF Plan") (the City TIF Plan and County TIF Plan, as same may from time to time be amended, collectively referred to hereinafter as the "TIF Plans"). The TIF Plans provide for the City to issue an aggregate not to exceed the principal amount of $7,000,000 Tax Increment Limited Obligation Bonds of the City in one or more series (the "Bonds") to fund certain Infrastructure Improvements described in the TIF Plans and further to provide for the joint and mutual pledge and division of the incremental increase in tax revenues generated by the development and redevelopment within the Tax Increment Financing District defined in the TIF Plans as security for the Bonds; and

WHEREAS, the City and County desire to enter into an Interlocal Agreement (the "Interlocal Agreement"), attached hereto as **EXIHIBT A**, for the implementation of the TIF Plans and funding the infrastructure improvements as defined in the TIF Plans and as authorized under Chapter 45 of Title 21, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "Act"); and

WHEREAS, pursuant to the Interlocal Agreement, the City and the County shall contract with each other for the joint and cooperative action relating to the financing for the construction of the Infrastructure Improvements and to jointly pledge revenues to fund the debt service of any such indebtedness incurred pursuant to the Act, with the County's total responsibility being limited to those amounts as set forth in the Interlocal Agreement; and

WHEREAS, said Interlocal Agreement is necessary to facilitate implementation of the County and City TIF Plans.

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 does hereby approve the Interlocal

Agreement in the form attached hereto as **EXHIBIT A**, and does hereby authorize the Mayor and City Clerk to execute the Interlocal Agreement attached hereto, for and on behalf of the City.

SECTION 2. All orders, resolutions or proceedings of this Governing Body in conflict with the provisions of this resolution shall be and are hereby appealed, rescinded and set aside, but only to the extent of such conflict, if any.

SECTION 3. For cause, this resolution shall become effective immediately upon adoption thereof.

The above and foregoing resolution, after having been first reduced to writing, was introduced by Councilperson Dryden, seconded by Councilperson Naylor, and was adopted by the following roll call vote, to wit:

Yeas	Nays	Absent
Bradley	None	
Delgado		
Carroll		
Dryden		
Naylor		

The President thereby declared the motion carried and the resolution adopted, this the 2nd day of February, 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of February, 2016.

ATTEST:

CLERK
CITY OF HATTIESBURG, MISSISSIPPI

MAYOR
CITY OF HATTIESBURG, MISSISSIPPI

(SEAL)

EXHIBIT A

INTERLOCAL AGREEMENT

INTERLOCAL COOPERATION AGREEMENT

Whispering Pines TIF Project

THIS AGREEMENT is made by and between **FORREST COUNTY, MISSISSIPPI** (the "County"), a political subdivision of the State of Mississippi, acting by and through its duly elected and serving Board of Supervisors, and the **CITY OF HATTIESBURG, MISSISSIPPI** (the "City"), a municipal corporation of the State of Mississippi, acting by and through its duly elected and serving Mayor and City Council.

WITNESSETH:

WHEREAS, the City and County are authorized pursuant to §§ 21-45-1 et seq., Mississippi Code of 1972, as amended (the "Act"), to contract with each other for joint and cooperative action relating to the financing for the construction of infrastructure improvements and facilities and to jointly pledge revenues to fund the debt service of any such indebtedness incurred pursuant to the Act; and

WHEREAS, Whispering Pines Retirement Community, LLC, a Mississippi limited liability company (the "Developer") requested the City and County to participate in the construction of a Redevelopment Project (as defined in the Act) in conjunction with the Tax Increment Financing Plan Whispering Pines Retirement Community Project, City of Hattiesburg, Mississippi, 2012, as from time to time amended, (the "City TIF Plan") and the Tax Increment Financing Plan Whispering Pines Retirement Community Project, Forrest County, Mississippi, 2012, as from time to time amended, (the "County TIF Plan" together with the City TIF Plan, the "TIF Plans") by issuing tax increment limited obligation bonds in principal amount of up to $7,000,000 for a term of up to fifteen (15) years, a portion of the proceeds of which will be used to pay the costs of constructing infrastructure improvements necessary for the Redevelopment Project as described in the TIF Plans and as authorized pursuant to the Act; and

WHEREAS, pursuant to the TIF Plans, the City entered into a Security and Reimbursement Agreement with the Developer, dated March 5, 2013, (the "Development Agreement"), memorializing the Developer's agreement to construct the infrastructure improvements and complete the Redevelopment Project in phases and the City's intent, acting in concert with the County, to issue tax increment limited obligation bonds in principal amount of not to exceed $7,000,000 for a term of up to fifteen (15) years (the "Bonds"), in one or more series, subject to the conditions set forth in the Development Agreement, in order to fund all or a part of the costs of the Infrastructure Improvements (as defined in the TIF Plans and the Development Agreement and subject to those conditions stated in the Development Agreement) all as are authorized by the Act and as described in the TIF Plans (the TIF Plans and the Development Agreement being hereafter referred to, collectively, as the "TIF Documents"); and

WHEREAS, the City and the County, in accordance with the TIF Documents, desire to, and hereby do, enter into this Interlocal Cooperation Agreement ("this Agreement") wherein the City and the County agree to pledge certain incremental increases in real and personal property ad valorem tax revenue (excluding school taxes) and payments in lieu of taxes, if applicable, generated by the Redevelopment Project as security for debt service on the Bonds issued by the City for purposes of reimbursing the Developer for part of the costs of the Infrastructure Improvements as defined in the TIF Documents.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the above and the mutual covenants and promises contained herein, the City and the County do hereby agree as follows:

1. **DURATION:** This Agreement shall be in force and effect until the Bonds, including any bonds issued for purposes of refunding the Bonds, issued by the City under the TIF Documents are paid in full.

2. **PURPOSE:** The purpose of this Agreement is to define the responsibilities of the City and County with respect to the development and redevelopment of the TIF District as described and set forth in the TIF Documents and the financing of certain of the Infrastructure Improvements in connection thereto.

3. **STATUTORY AUTHORITY:** The City and County are authorized to fulfill the terms of this Agreement under the authority of §§ 21-45-1 et seq., Mississippi Code of 1972, as amended.

4. **REDEVELOPMENT PROJECT:** Shall consist of the "Whispering Pines Retirement Community Project" development as described in the TIF Plans, which includes a high quality continuing care retirement community with supporting commercial, retail, and medical service providers on the Highway 11 corridor in the City and County, with additional land for future development within the TIF District all as defined in the TIF Documents.

5. **THE INFRASTRUCTURE IMPROVEMENTS:** Shall consist of the Redevelopment Project related Infrastructure Improvements as defined in the TIF Documents including, 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 curb and gutter, sidewalks; installation of traffic signalization and signage; grading, lighting and landscaping of rights-of-way; capitalized interest; and other related expenses such as engineering; TIF Plan preparation fees; other incidental costs; and related professional fees as identified in the TIF Plans.

6. **ADMINISTRATION:** This Agreement shall be administered as a joint undertaking of the County and City. A separate entity is not created under this Agreement.

(1) The City shall have the following obligations and responsibilities:

a. The City is designated as the legal entity assigned the responsibility for administration of this joint undertaking, and the City Clerk is hereby designated as the officer to receive, disburse and account for the funds of the undertaking in the manner prescribed by law.

b. The City shall provide documentation to the County for any expenditures made with respect to this Agreement.

c. The City will employ best efforts to cooperate with the Developer, it successors and/or assigns to process and timely issue permits, approve plans and effect consideration of and/or performing and/or taking such other actions as may facilitate and/or support the Developer in completing the Redevelopment Project. The City will effect such procedures with respect to the sale and issuance of the Bonds, including, without limitation, the adoption of appropriate resolutions and such other procedures and documents as may be required by the Act.

d. Subject to the City's verification of the lawfully available Tax Increment (as defined herein below) available to the City under the TIF Plans and this Interlocal Agreement; and inspection of the Infrastructure Improvements as defined in the TIF Documents to verify that they have been completed in accordance with the City's standards, codes and resolutions; the City will use all reasonable efforts to sell and issue the Bonds, in one or more series, in an aggregate amount not to exceed ($7,000,000), pursuant to the terms of the Act on such terms, conditions and rates of interest as shall be mutually agreeable to the City and to the purchaser of the Bonds; provided, however, that no series of the Bonds will be sold and issued until such time as the Developer has complied with the prerequisites to issuance set forth in the TIF Documents.

e. Payment of the principal and interest on the Bonds will be secured and provided for by a pledge from the City and County of the Tax Increment as defined hereinbelow. As used herein and in this Agreement, "Tax Increment" shall mean the incremental increase in real and personal property ad valorem tax revenue (excluding school taxes) and payments in lieu of taxes, if applicable,

generated within the TIF District to the City and County by the Redevelopment Project as provided for in the TIF Documents (respectively, the "City Share" and the "County Share").

f. Costs of issuance for the Bonds including, but not limited to, the fees and expenses of the City, will be paid from the proceeds of the Bonds.

g. The City shall provide for the timely payment of debt service relating to the Bonds utilizing the lawfully available Tax Increment, including the City Share and the County Share.

(2) The County shall have the following obligations and responsibilities:

a. As set forth in the TIF Documents and this Agreement, the County shall pledge the County Share of the Tax Increment as security for the Bonds.

b. The County hereby agrees to execute any security instruments consistent with this Agreement as may be reasonably necessary and required by the City's Bond Resolution for the issuance of each series of the Bonds, including any refunding of the Bonds.

c. The County shall provide for the timely payment of the County Share to the City Clerk so as to enable the City to make timely payment of debt service relating to the Bonds as set forth herein.

5. **AMENDMENT:** This Agreement may be amended by mutual written consent of the County and the City.

6. **EFFECTIVE DATE:** This Agreement shall become effective from and after the date it has been approved by the governing authorities of the County and City and executed by the parties hereto using multiple counterparts.

THIS AGREEMENT ENTERED into this the 2nd day of February 2016.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____

Mayor

ATTEST:

By: _____

City Clerk

FORREST COUNTY, MISSISSIPPI

By: _____

President, Board of Supervisors

ATTEST:

_____

Chancery Clerk

City of Hattiesburg, MS

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

Master

File Number: 2016-2412

File ID: 2016-2412 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 01/25/2016

Brief Title: Authorize Mayor to execute agreement with Neel-Schaffer, Inc. for Traffic Study & Parking Striping Plan

Final Action: 02/02/2016

Minute Book Number: MB2016-29

Title:

Authorize Mayor to execute agreement with Neel-Schaffer, Inc. to provide professional services for Traffic Impact Study and Main Street, Buschman Street, and Front Street Parking Striping for a cost not to exceed $ 36,250; execute in duplicate.

Notes:

Sponsors: **Enactment Date:**

Attachments: NS Traffic Study Agreement, executed NS Traffic Study Agreement

Enactment Number:

Contact: **Meeting Date:** 02/02/2016

Drafter: Janet Beech **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/02/2016	Authorize				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Authorize Mayor to execute agreement with Neel-Schaffer, Inc. to provide professional services for Traffic Impact Study and Main Street, Buschman Street, and Front Street Parking Striping for a cost not to exceed $ 36,250; execute in duplicate.

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

ΓEL-No Vote: 0

Text of Legislative File 2016-2412

Title

Authorize Mayor to execute agreement with Neel-Schaffer, Inc. to provide professional services for Traffic Impact Study and Main Street, Buschman Street, and Front Street Parking Striping for a cost not to exceed $ 36,250; execute in duplicate.

Summary

Authorize Mayor to execute agreement with Neel-Schaffer, Inc. for Traffic Impact Study and Parking Striping.

Budget Information

72201.6015

Expenditure Type

Purchasing Item

Publication Information

NEEL-SCHAFFER

Neel-Schaffer, Inc.
704 Hardy Street
Hattiesburg, MS 39401
601.545.1565
www.neel-schaffer.com

January 22, 2016

Mr. Lamar Rutland, P.E.
Director of Engineering
City of Hattiesburg
212 West Front Street
Hattiesburg, MS, 39401

Re: Letter Agreement to Provide Professional Services – Traffic Impact Study and Main Street, Buschman Street, and Front Street Parking Striping

Dear Mr. Rutland:

This letter will serve as an agreement between **City of Hattiesburg** and Neel-Schaffer, Inc. to provide the following professional services:

1. The proposed restriping of Main Street between Batson Street and Buschman Street in Hattiesburg, Mississippi.
2. The proposed restriping of Front Street between Main Street and Mobile Street to provide single-lane through traffic and on-street parking.

Neel-Schaffer proposes to provide **City of Hattiesburg** with a Traffic Impact Study related to removal of the dedicated turn lanes on Main Street at West Pine Street, West Front Street, E. Railroad Street, and Buschman Street. Based on the concept plans provided, the lane conversion is anticipated to include elimination of auxiliary turn lanes and restriping the asphalt to include on-street parking along approximately 1,700 LF of Main Street and on Buschman Street east of Gordons Creek to the railroad (approximately 500 ft).

Neel-Schaffer proposes to provide **City of Hattiesburg** with a traffic analysis to address the traffic impacts and potential queuing/access issues related to the proposed project. The analysis will be more accurate if the City can provide existing signal timing plans for the signals in the study corridor.

Neel-Schaffer proposes to provide the **City of Hattiesburg** a conceptual plan for restriping of a portion of Front Street in an effort to provide additional on-street parking. If sufficient on-street parking, as determined by the City, can be achieved; Neel-Schaffer will provide the construction plans of sufficient detail to allow for striping by City forces.

Task 1– Documentation of Existing Conditions:

Upon receipt of an executed contract, Neel-Schaffer will initiate this analysis. Neel-Schaffer will meet at the site to review the conceptual striping plan and existing roadway widths. Turning movement counts will be conducted at the study intersections. Counts are recommended to be obtained when school is in session, however, counts can be conducted in the summer and adjusted for seasonal variations. The study intersections are proposed to include the intersections of:

1. W. Pine St/ Main St.
2. W. Front St./Main St.
3. E. Railroad Street./Main St.
4. Buschman St./Main St.

Existing roadway geometrics will be obtained from Main Street and Buschman Street within the project limits and on E Front Street between Main Street and Mobile Street to quantify the width of asphalt available for restriping with on-street parking.

The traffic counts will be used to document the existing traffic volumes and used for analysis of future conditions to determine the effects of elimination of auxiliary turn lanes.

Task 2 – Conceptual Striping Plans:

The measured widths of Main Street, E. Front Street and Buschman Street will be evaluated to determine the available space for on-street parking and for through traffic lanes. These plans will include dimensions and schematic concepts of the proposed restriping on Main Street, E. Front Street and Buschman Street.

Task 3 – Capacity Effects of Removing Turn Lanes / Report

The AM and PM peak hour intersection volumes will be evaluated to determine the (anticipated) before and after effects of removing the auxiliary turn lanes on Main Street, East Front Street, and Buschman Street. The project related impacts will be evaluated using the Highway Capacity Manual to quantify the changes in calculated delays at the study intersections.

Documentation of the traffic impacts will be summarized in a report documenting the *Traffic Analysis* to the client for review and approval. Recommendations will be included in the document identifying the potential impacts to delays and corresponding measures to offset significant delays. Comments from the City that change the circulation patterns, identify additional intersections for study, or lane striping changes may be considered as additional services if modification to the *Traffic Analysis* is required.

Task 4 – Conceptual Striping Plan for Front Street between Main and Mobile Streets

Based on the measured width of Front Street between Main Street and Mobile Street, Neel-Schaffer will evaluate whether additional street parking and single-lane through traffic can be provided. The evaluation will include conceptual layouts depicting Front Street in a single-lane roadway configuration and will provide striping alternatives for on-street parking. The increase the number of on-street parking spaces will be reported to the City.

Task 5 – Construction Plans for Front Street Parking Striping

Upon receiving a Notice to Proceed from the City, Neel-Schaffer will provide construction plans to the City for on-street parking striping. Neel-Schaffer will provide a topographic survey of the project area. The plans will include sufficient detail for the City to mobilize striping crews to implement the striping changes.

Fee, Schedule & Billing

Neel-Schaffer proposes to provide services described under Tasks 1, 2, and 3 for a lump sum fee of **$22,000**. The *Traffic Analysis* will be completed within 12 weeks of receipt of a Notice to Proceed, receipt of an executed agreement and signal timing plans from the study intersections.

Neel-Schaffer proposes to provide services described under Task 4 at and hourly rate not to exceed **$4,150**.

Neel-Schaffer proposes to provide services described under Task 5 for a lump sum fee of **$10,100**.

Neel-Schaffer will bill you monthly as outlined in this agreement. Payment for our services will be due within 30 days of the invoice date and is not dependent on any factor except our ability to provide services in accordance with generally accepted standards of our profession.

If additional services outside this scope of services, as identified above, are required (and authorized by you in writing), the cost will be based on the General Services Agreement with the City of Hattiesburg.

Additional Services

If other engineering services are requested by the Client, not included in Tasks 1-3, these services will be considered additional services and will be provided (if authorized by you, in writing) based on the General Services Agreement with the City of Hattiesburg. Attending Public Hearings, City Council meetings or Planning & Zoning meetings will be considered as additional services. Additional Services would include signal design, survey, or signing and striping plans. Construction Phase services are not part of this Contract and will be considered Additional Services.

General Terms and Conditions

These services will be provided in accordance with Exhibit A, *General Terms and Conditions*. This proposal and the *General Terms and Conditions* as provided in Exhibit A, represent the entire understanding between **City of Hattiesburg** and Neel-Schaffer with respect to the services to be provided and may only be modified in writing by both parties.

If the terms of this Letter Agreement are acceptable, please execute both originals and return one of them to us. We appreciate the opportunity to provide these services for you and look forward to working with you.

Sincerely,

NEEL-SCHAFFER, INC.

Jeff Pittman, P.E.
Assistant Engineer Manager

Attachments: Exhibit A – General Terms and Conditions

ACCEPTED:_____ DATE:_____

TITLE:_____

NEEL-SCHAFFER

Neel-Schaffer, Inc.
704 Hardy Street
Hattiesburg, MS 39401
601.545.1565
www.neel-schaffer.com

January 22, 2016

Mr. Lamar Rutland, P.E.
Director of Engineering
City of Hattiesburg
212 West Front Street
Hattiesburg, MS, 39401

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Based on the measured width of Front Street between Main Street and Mobile Street, Neel-Schaffer will evaluate whether additional street parking and single-lane through traffic can be provided. The evaluation will include conceptual layouts depicting Front Street in a single-lane roadway configuration and will provide striping alternatives for on-street parking. The increase the number of on-street parking spaces will be reported to the City.

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Fee, Schedule & Billing

Neel-Schaffer proposes to provide services described under Tasks 1, 2, and 3 for a lump sum fee of **$22,000**. The *Traffic Analysis* will be completed within 12 weeks of receipt of a Notice to Proceed, receipt of an executed agreement and signal timing plans from the study intersections.

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Neel-Schaffer will bill you monthly as outlined in this agreement. Payment for our services will be due within 30 days of the invoice date and is not dependent on any factor except our ability to provide services in accordance with generally accepted standards of our profession.

If additional services outside this scope of services, as identified above, are required (and authorized by you in writing), the cost will be based on the General Services Agreement with the City of Hattiesburg.

Additional Services

If other engineering services are requested by the Client, not included in Tasks 1-3, these services will be considered additional services and will be provided (if authorized by you, in writing) based on the General Services Agreement with the City of Hattiesburg. Attending Public Hearings, City Council meetings or Planning & Zoning meetings will be considered as additional services. Additional Services would include signal design, survey, or signing and striping plans. Construction Phase services are not part of this Contract and will be considered Additional Services.

General Terms and Conditions

These services will be provided in accordance with Exhibit A, *General Terms and Conditions*. This proposal and the *General Terms and Conditions* as provided in Exhibit A, represent the entire understanding between **City of Hattiesburg** and Neel-Schaffer with respect to the services to be provided and may only be modified in writing by both parties.

If the terms of this Letter Agreement are acceptable, please execute both originals and return one of them to us. We appreciate the opportunity to provide these services for you and look forward to working with you.

Sincerely,

NEEL-SCHAFFER, INC.

Jeff Pittman, P.E.
Assistant Engineer Manager

Attachments: Exhibit A – General Terms and Conditions

ACCEPTED: _____ DATE: 2-2-16

TITLE: Mayor

City of Hattiesburg, MS

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

Master

File Number: 2016-2437

File ID: 2016-2437 **Type:** Resolution **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 01/26/2016

Brief Title: Energy Efficiency Project Lease with Banc of America **Final Action:** 02/02/2016

Minute Book Number: MB2016-29

Title:

Adopt a resolution authorizing and approving the form of and execution of an equipment lease/purchase agreement between the City and Banc of America Public Capital Corp and Bank of America, N.A., as escrow agent, all in connection with that certain performance contract undertaken pursuant to the Mississippi Development Authority Capital Lease Program to finance energy efficiency and conservation equipment for certain facilities located throughout the City; and related matters.

Notes:

Sponsors: **Enactment Date:**

Attachments: Authorizing Resolutions.2, executed Authorizing Resolutions.2 RES#2016-22 **Enactment Number:**

Contact: **Meeting Date:** 02/02/2016

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/02/2016	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt a resolution authorizing and approving the form of and execution of an equipment lease/purchase agreement between the City and Banc of America Public Capital Corp and Bank of America, N.A., as escrow agent, all in connection with that certain performance contract undertaken pursuant to the Mississippi Development Authority Capital Lease Program to finance energy efficiency and conservation equipment for certain facilities located throughout the City; and related matters.

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
ΓEL-No Vote:	0	

Text of Legislative File 2016-2437

Title

Adopt a resolution authorizing and approving the form of and execution of an equipment lease/purchase agreement between the City and Banc of America Public Capital Corp and Bank of America, N.A., as escrow agent, all in connection with that certain performance contract undertaken pursuant to the Mississippi Development Authority Capital Lease Program to finance energy efficiency and conservation equipment for certain facilities located throughout the City; and related matters.

Summary

Energy Efficiency Project Lease with Banc of America

The Mayor and City Council (the "**Governing Body**") of the City of Hattiesburg, Mississippi (the "**City**") acting for and on behalf of the City, took up for consideration the matter of approving and authorizing the City's $7,528,000 Equipment Lease/Purchase Agreement for that certain Performance Contract by and between the City and Johnson Controls, Inc., dated August 28, 2015 undertaken pursuant to the Mississippi Development Authority's Capital Lease Program to finance energy efficiency and conservation equipment for certain facilities located throughout the City (the "**Project**"), and to pay for associated transactional costs:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY"), AUTHORIZING AND APPROVING THE FORM OF AND EXECUTION OF AN EQIPMENT LEASE/PURCHASE AGREEMENT BETWEEN THE CITY AND BANC OF AMERICA PUBLIC CAPITAL CORP AND AN ESCROW AND ACCOUNT CONTROL AGREEMENT BETWEEN THE CITY AND BANC OF AMERICA PUBLIC CAPITAL CORP AND BANK OF AMERICA, N.A., AS ESCROW AGENT, ALL IN CONNECTION WITH THAT CERTAIN PERFORMANCE CONTRACT UNDERTAKEN PURSUANT TO THE MISSISSIPPI DEVELOPMENT AUTHORITY CAPITAL LEASE PROGRAM TO FINANCE ENERGY EFFICIENCY AND CONSERVATION EQUIPMENT FOR CERTAIN FACILITIES LOCATED THROUGHOUT THE CITY, AND RELATED MATTERS.

WHEREAS, the City is authorized by Sections 31-7-13(e) *et seq.* of the Mississippi Code of 1972, as amended and supplemented from time to time (the "**Act**") to finance the lease-purchase of equipment; and

WHEREAS, Friedman, Luzzatto & Co., the municipal advisor, designated to provide financial advisory services to the Mississippi Development Authority ("**MDA**") related to the capital lease financing energy program at MDA (the "**Financial Advisor**"), sent requests to sixteen (16) banks, a copy of the Request for Financing (the "**Request for Financing**") and the list of banks is attached hereto as **EXHIBIT A** and made a part hereof, soliciting proposals for the financing of the Project with proposals due January 14, 2016; and

WHEREAS, the City received proposals from five (5) banks on January 14, 2016, a copy of each proposal is attached hereto as **EXHIBIT B** and made a part hereof, and after due consideration by the Governing Body, the proposal by Banc of America Public Capital Corp , Chicago, Illinois (the "**Bank**"), contains the lowest interest rate and most favorable terms for the City; and

WHEREAS, there has been prepared and submitted to the City an Equipment Lease/Purchase Agreement to be dated the date of closing, by and between the City and the Bank, along with any and all attachments (collectively, the "**Lease Purchase Agreement**"); and

WHEREAS, there has been prepared and submitted to the City an Escrow and Account Control Agreement to be dated the date of closing (the "**Escrow Agreement**" and together with the Lease Purchase Agreement, the "**City Documents**") by and among the City, the Bank and

Bank of America, National Association, as escrow agent, pursuant to which proceeds shall be held and distributed for the payment of the Project; and

WHEREAS, the Governing Body does now find, determine and adjudicate that the City Documents regarding the financing of the Project are in the best interest of the City and finds it necessary to approve the form of and the execution of the City Documents; and

WHEREAS, that it is in the best interest of the City to authorize the law firm of Butler Snow LLP, as Special Tax Counsel, to prepare and distribute such resolutions, documents, certificates and opinions necessary in order to facilitate the financing of the Project; and

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

SECTION 1. This resolution is adopted by the Governing Body of the City pursuant to the Act and all matters and things recited in the premises and preamble of this resolution are found and determined to be true and accurate.

SECTION 2. The Governing Body herein authorizes Butler Snow LLP, Ridgeland, Mississippi, as Special Tax Counsel, to prepare the resolutions, documents, certificates and opinions necessary for the Project.

SECTION 3. The Governing Body hereby approves the form of and execution of the Lease Purchase Agreement and hereby authorizes the Mayor of the City (the "**Mayor**") and the City Clerk to execute the Lease Purchase Agreement on behalf of the Governing Body and the City. All provisions of the Lease Purchase Agreement, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set our verbatim herein, which said Lease Purchase Agreement shall be in substantially the form as provided in **EXHIBIT C**, attached hereto and made a part hereof, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 4. The Governing Body hereby approves the form of and execution of the Escrow Agreement and hereby authorizes the Mayor and the City Clerk to execute the Escrow Agreement on behalf of the Governing Body and the City. All provisions of the Escrow Agreement, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set out verbatim herein, which said Escrow Agreement shall be in substantially the form as provided in **EXHIBIT D**, attached hereto and made a part hereof, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 5. The City hereby covenants that it will not make any use of the proceeds of the City Documents or do or suffer any other action that would cause: (i) the Lease Purchase Agreement to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code, and the regulations promulgated thereunder (the "**Regulations**"); (ii) the interest on the Lease Purchase Agreement to be included in the gross income of the Bank thereof for federal income taxation

purposes; or (iii) the interest on the Lease Purchase Agreement to be treated as an item of tax preference under Section 57(a)(5) of the Code.

SECTION 6. The City further represents and covenants as follows:

(a) The City shall timely file with the Ogden, Utah Service Center of the Internal Revenue Service, such information report or reports as may be required by Section 148(f) and 149(e) of the Code;

(b) The City shall take no action that would cause the Lease Purchase Agreement to be "federally guaranteed" within the meaning of Section 149(b) of the Code;

(c) The City shall take all necessary action to have the Lease Purchase Agreement registered within the meaning of Section 149(a) of the Code; and

(d) The City will not employ any device or abusive transaction with respect to the investment of the proceeds of the Lease Purchase Agreement.

SECTION 7. The interest on the Lease Purchase Agreement is exempt from federal income taxes under existing laws, regulations, rulings and judicial decisions with such exceptions as shall be required by the Code. Under existing law, interest on the Lease Purchase Agreement is exempt from present taxes imposed by the State of Mississippi (the "**State**") and any city, municipality or other political subdivision of the State, except for inheritance, estate and transfer taxes.

SECTION 8. The City reasonably expects that it will incur expenditures prior to the issuance of the Lease Purchase Agreement, which it intends to reimburse with the proceeds of the Lease Purchase Agreement upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Lease Purchase Agreement in anticipation of the issuance of the Lease Purchase Agreement is made pursuant to Section 1.150-2 of the Regulations. The expenditures to be made as a result of the Project and the maximum principal amount of debt expected to be incurred for the financing thereof is $7,528,000.

SECTION 9. The Governing Body hereby authorizes and directs any officer to approve the payment of costs incidental to the delivery of the City Documents, including but not limited to the payment of legal and financial advisory fees, which may be paid from proceeds of the Lease Purchase Agreement.

SECTION 10. The Mayor of the City is hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the payment of the costs associated with the City Documents.

SECTION 11. The Mayor and the City Clerk are hereby further authorized and directed to execute and deliver any additional documents, agreements, instruments, requisitions and certificates which are required in connection with the City Documents. If the date of the issuance and delivery of the City Documents and/or the execution and delivery of any of the documents attached hereto and adopted hereby occurs after March 2016, then the Mayor and the City Clerk are hereby fully authorized to approve all applicable and necessary changes to the documents

attached hereto or otherwise and related to such change to provide for the dating of the documents for the appropriate month in 2016, the execution of said documents being conclusive evidence of such approval, and no further action shall be required of the Governing Body of the City to approve such date changes.

SECTION 12. Except as otherwise expressly provided herein, nothing in this resolution, express or implied, is intended or shall be construed to confer upon any such person or form or corporation other than the Bank and the City, any right, remedy or claim, legal or equitable, under and by reason of this resolution or any of the provisions hereof.

SECTION 13. In case any one or more of the provisions of this resolution or the City Documents, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution or any of the other documents, as applicable, shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained therein. The terms and conditions set forth in the City Documents, the pledge of the moneys and property under the City Documents, the receipt of payments made on the Lease Purchase Agreement, the provisions relating to the proceeds derived from the City Documents, and receipts are all commitments and agreements on the part of the City and the validity or the invalidity of the City Documents shall not affect the commitments on the part of the City to handle such proceeds and such moneys and property, and receipts for the purposes, in the manner and according to the terms and conditions fixed in the City Documents, it being the intention hereof that such commitments on the part of the City are binding as if contained in this resolution separate and apart from the City Documents.

SECTION 14. No stipulation, obligation or agreement herein contained or contained in the City Documents or other documents necessary to conclude the closing shall be deemed to be a stipulation, obligation or agreement of any officer, director, agent or employee of the City in such person's individual capacity, and no such officer, director, agent or employee shall be personally liable on the City Documents or be subject to personal liability or accountability by reason of the closing thereof.

SECTION 15. When the Lease Purchase Agreement is finalized and the transaction is closed, the City Clerk is hereby authorized and directed to prepare and furnish to the Bank certified copies of all the proceedings and records of the City, relating to the City Documents and such other affidavits and certificates as may be required to show the facts relating to the legality of the City Documents as such facts appear from the books and records to the City Clerk's; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the City as to the trust of all statements contained therein.

SECTION 16. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, directors, agents and employees of the Bank are hereby authorized, empowered and directed to do all such acts and things to and execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the City Documents or other documents necessary to conclude the closing and to document the City's compliance with the Act.

SECTION 17. The Mayor and/or City Clerk are hereby authorized to sign and file or cause to be filed completed (a) one or more I.R.S. Form 8038-G "Information Return for Government Obligations" as required by Section 149(e) of the Internal Revenue Code of 1986, as amended (the "**Code**") in connection with the City Documents and (b) any other I.R.S. forms and/or certificates required to be filed in connection with the closing of the Lease Purchase Agreement.

SECTION 18. The Mayor and/or City Clerk are hereby authorized to execute a non-arbitrage certification or agreement in order to comply with Section 148 of the Code and the applicable regulations thereunder.

SECTION 19. All acts and doings of the officers of the City that are in conformity with the purposes and intents of this resolution and in furtherance of the closing of the City Documents, from time to time, and the execution, delivery and performance of each of the documents to which the City is a party, shall be, and the same hereby are, in all respects approved and confirmed.

SECTION 20. This resolution shall become effective immediately and all resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, repealed.

SECTION 21. 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.

The above and foregoing resolution, after having been first reduced to writing, was introduced by Council Member_____, seconded by Council Member _____and was adopted by the following roll call vote, to wit:

YEAS: **NAYS:** **ABSENT:**

The President thereby declared the motion carried and the resolution adopted this the 2nd day of February, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL	**PRESIDENT**

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 2nd day of February, 2016

CITY CLERK	**MAYOR**

EXHIBIT A

REQUEST FOR FINANCING AND LIST OF BANKS

MISSISSIPPI DEVELOPMENT AUTHORITY
BANK CONTACTS

1. **Trustmark National Bank**
2. **Hancock Bank**
3. **Regions Bank**
4. **BancorpSouth**
5. **Banc of America**
6. **US Bank**
7. **JP Morgan Chase**
8. **SunTrust Equipment Finance & Leasing**
9. **Sterling National Bank**
10. **Bank United**
11. **Wells Fargo**
12. **Renasant Bank**
13. **BB&T Governmental Finance**
14. **Capital One Public Funding, LLC**
15. **PNC**
16. **Key Bank**

REQUEST FOR FINANCING BID
MDA Capital Lease Program
Lease Purchase Agreement for not exceeding $7,528,000
For
City of Hattiesburg, Mississippi
Energy Services Performance Contract

BID DUE DATE: 12:00 PM (Central Standard Time) **Thursday, January 14, 2016**

NOTICE OF BID: Invitations are extended for bids using the attached bid format.

CONTACTS:

1. Terrence Spears
   Mississippi Development Authority
   Energy Division
   P.O. Box 849
   Jackson, MS 39205-0849
   Tel: 601-359-6600
   E-mail: tspears@mississippi.org

2. Barry Friedman, President
   Friedman, Luzzatto & Co.
   14755 Preston Road, Suite 515
   Dallas, TX 75254
   Tel: 888-325-4201 or 972-404-1011
   E-mail: barry@fl-co.com

FINANCIAL ADVISOR: Friedman, Luzzatto & Co. is a registered Broker, a registered Municipal Advisor and a member of the Financial Industry Regulatory Authority ("FINRA") and Securities Investor Protection Corporation ("SIPC") designated to provide financial advisory services to the Mississippi Development Authority ("MDA") related to capital lease financing.

ENERGY SERVICES COMPANY: Johnson Controls, Inc.

SCOPE OF REQUEST: **Pursuant to Section 31-7-14 of the Mississippi Code of 1972, as amended from time to time (the "Act"),** the City of Hattiesburg, Mississippi (referred to herein as either the "Lessee" or the "City") is seeking financing bids with respect to a lease-purchase agreement (the "Lease") to finance energy efficiency and conservation equipment for certain facilities located throughout the City, and to pay for associated transactional costs. You are invited to submit a financing bid to Friedman, Luzzatto & Co., Financial Advisor to MDA, no later than 12:00 p.m. (CST), on **Thursday, January 14, 2016**. We expect to close this lease-purchase transaction on or about **Friday, February 5, 2016**.

The Lessee is seeking bids for a tax-exempt lease purchase financing. The Lease will not be designated as "bank qualified" under section 265 of the Internal Revenue Code of 1986, as amended. The successful bidder, or its assignee, subject to Lessee approval, will serve as the lessor under the terms of the Lease.

PROPERLY COMPLETED BID RESPONSES WILL INCLUDE:

a. Submission by 12:00 PM, (Central Standard Time), **Thursday, January 14, 2016**, by e-mail as set forth herein under Condition to Bid/Submission of Bids;
b. A signed and dated bid form;
c. A schedule of payments and amortization schedule based on $7,528,000;
d. Escrow information (contact, escrow agreement and fees);
e. List of additional transactional costs, if any; and
f. Bidder's standard lease document with Terms and Conditions.

Contents of this Bid:

- Bid Information - Specific Terms
- Conditions to Bid
- Bid Form
- Attachment A - Scope of work

REQUEST FOR FINANCING BID
MDA Capital Lease Program
For
City of Hattiesburg, Mississippi
Energy Services Performance Contract

Bid Information -- Specific Terms

Lessee:	City of Hattiesburg, MS (hereafter referred to as the "Lessee" or the "City")
Lessor:	The provider of the financing
Project Cost:	$7,528,000
Vendor:	Johnson Controls, Inc.(hereafter referred to as "ESCO")
Contract:	A Tax Exempt Lease-Purchase Agreement (hereafter referred to as the "Lease")
Lessee's General Information:	Hattiesburg is a city in Mississippi, bisected by the county line between Forrest (where it is the county seat) and Lamar counties. The population was 47,556 in 2013. It is the principal city of the Hattiesburg, Mississippi, Metropolitan Statistical Area which encompasses Forrest, Lamar and Perry counties. Hattiesburg is home to The University of Southern Mississippi (originally known as Mississippi Normal College) and William Carey University (formerly William Carey College). South of Hattiesburg is Camp Shelby, the largest National Guard training base east of the Mississippi River.
Lessee's Credit Rating:	Moody's Investor Service.....Aa3 Standard & Poor's Corporation.....Not Rated Fitch.....Not Rated
Lessee's Fiscal Year End:	September 30th
Lessee's Financial Statements:	http://www.osa.state.ms.us For years 2006-2013
Project Overview:	Work will be performed throughout the City to upgrade the City's current buildings. The specific level and detail of work will be performed in accordance with the terms and provisions of an Energy Services Performance Contracting Agreement, between the City and Johnson Controls, Inc.(the "Contracting Agreement"). The following types of equipment will be installed and/or categories of services will be performed, as provided in the Contracting Agreement: (i) 8,245 lighting fixtures retrofit; (ii) energy management control system at 33 City buildings; (iii) boiler and HVAC replacement and upgrade at four City buildings; (iv) small unitary equipment upgrades at four City buildings; (v) water treatment plant controls and upgrades at two City water plants and various City lift stations; (vi) install water conservation sensors and water conservation equipment along City water lines; and (vii) install a 3600 watt solar photovoltaic system on the roof at the City's Engineering Building and provide two car charging stations.
MDA Approval:	The Contracting Agreement received approval from the Mississippi Development Authority's Energy and Natural Resource Division on December 21, 2015.
Security:	The Lessor will be secured by a security interest in equipment and the Lessee's obligation to make lease payments under the Lease. Pursuant to the Act, lease payments are subject to annual appropriation of funds. During the term of the Lease, the Lessee shall hold legal

title to the leased equipment and any repairs, replacements, substitutions, and modifications thereto.

Net Lease: All obligations, costs and responsibilities associated with ownership of the leased equipment will be borne by the Lessee, including liability and property insurance (which may include self-insurance), maintenance, and applicable taxes.

Interest Rate: A fixed rate of interest for a period of fourteen (14) years plus eighteen (18) months of construction, with **29** semi-annual payments to begin **August 5, 2017** through **August 5, 2031**. Alternate proposals for a fixed rate of interest will be considered but 14 year plus 18 months of construction proposals will be given preference.

The bidder will propose a fixed rate of interest per annum for the Lease. If as a result of the Lessee's delay, the lease-purchase transaction closes after **March 5, 2016,** the rate will be adjusted upward or downward using data from the Federal Reserve H15 Statistical Release (the "Release") available through the Federal Reserve website found on the 5th calendar day prior to the funding date of the lease-purchase transaction (the "Adjusted Rate Date").

http://www.federalreserve.gov/releases/H15/update/

Interest Rate Option 1: The Lessor may use the interest rate swaps, or
Interest Rate Option 2: The Lessor may use the Treasury Constant Maturity rate.

Prepayment Option: The terms of the Lease will provide that the Lessee will have the right, at its option, to prepay the principal portion outstanding on the Lease without penalty, after a period of 5 years, by providing 30 days prior written notice to Lessor.

Bank Qualified: The Lessee will not designate the Lease as "bank qualified" under section 265 of the Internal Revenue Code of 1986, as amended.

State of Mississippi Tax Exemption: The Lease and the income from that agreement shall be exempt from all taxation within the State of Mississippi (the "State"), except gift, transfer and inheritance taxes.

Assignment: The Lessor may assign its rights under the Lease but only with the advance written consent of Lessee.

Lessee Expenses All expenses incurred by the Lessee as a result of this transaction shall be paid at closing prior or concurrent to escrow funding.

Escrow Agreement: The Lessee and Lessor may enter into an escrow agreement for the deposit, investment and application of the proceeds of the Lease for project costs. The escrow account is for the benefit of the Lessee, and as such, the Lessee shall be entitled to all investment earnings on moneys held in such account. Moneys held in the escrow account shall be invested in investments allowed under the laws of the State.

Transactional Costs: The bidder should identify specifically all costs associated with the consummation of the lease-purchase transaction, if any, that would be an obligation of Lessee as either a direct payment or as additional project costs for purpose of determining the funded lease amount and/or ongoing payment obligations. These costs must be all-inclusive and may include commitment fees, capitalized interest, legal counsel fees, trustee fees, escrow fees, and any other costs associated with the lease-purchase transaction.

Term: Not to exceed fourteen (14) years plus eighteen (18) months of construction as provided within; alternate proposals will be considered but 14 year plus 18 months of construction

proposals will be given preference.

Installation Period: 18 months expected.

Performance Bond: ESCO will post payment and performance bonds in accordance with the laws of the State.

Private Placement: The successful bidder (the "Lessor") may be required to enter into an Investment Letter certifying that the Lessor intends to hold the lease for investment purposes and not for re-sell (to comply with Rule 15c2-12 of the United States Securities and Exchange Commission), and that the Lessor (i) has such knowledge and experience in financial and business matters that the Lessor is capable of evaluating the merits and risks of the prospective investment, and (ii) the Lessor is not purchasing for more than one account or with the view to distribute the obligations.

The Lessee will not be preparing any form of offering document with respect to the closing of the lease-purchase transaction. Financial information of the Lessee is available upon request (see links to website provided above); however, the Lessor must perform its own independent review and evaluation of the financial position of the Lessee.

Upon submission of a bid, the Lessor recognizes that the Lessee will be requiring that the Lessor will give notice to the Lessee of the assignment and sale of the Lease, if any, and subject to the Lessee approval and provide the name and address of each assignee or owner in addition to the street name owner for registration purposes and will provide the Lessee with a certificate as it relates to that matter.

Addendum: No addendum to bid specifications will be issued prior to two (2) working days of the bid due date unless such addendum also amends the bid due date to no less than five (5) working days after the date of addendum.

Award Criteria: The Lessee intends to award the financing to the bidder who submits the bid with the lowest all inclusive rate and which is responsive to the request for the lease-purchase financing.

The Lessee reserves the right to reject any and all bids, to waive minor errors and inconsistencies, and to negotiate with any bidder upon terms that do not differ substantially from those set forth herein.

Questions: Questions should be submitted via email at barry@fl-co.com, and art@fl-co.com by **5:00 pm CST January 11, 2016.** The subject line should reference: **Request for Financing Bid – Hattiesburg, MS**

Conditions to Bid

Cost of Preparing Bid: The cost of developing and submitting the bid is entirely the responsibility of the firms submitting a response to this request for bids. This includes, but is not limited to, costs to determine the nature of the engagement, preparation of the bid, submitting the bid, negotiating for the contract and other costs associated with this request for bids.

No Oral or Implied Contracts: There shall be no oral or implied contracts relating to this request for bids.

Acceptance or Rejection: The Lessee reserves the right to select, accept or reject any or all bids or part of a bid; to waive any informalities or technicalities; clarify any ambiguities in bids; modify any criteria in this request for bids.

Lease: The successful bidder will be required to enter into a Lease-Purchase Agreement with the Lessee (referred to previously as the "Lease") that complies with the laws of the State, including but not limited to Section 31-7-14 of the Mississippi Code of 1972, as amended from time to time.

Contract Documents: The Lessor and the Lessee will enter into the Lease and an escrow agreement as discussed herein that complies with the laws of the State.

Validity Opinion: Amos Law Offices, PLLC

Tax Opinion: Butler Snow LLP

Open Records Act: All bids become the property of Lessee. State statute requires all information contained in the bids become open for public review.

Continuing Disclosure: Lessee reserves the right to file information about this transaction onto the Electronic Municipal Market Access ("EMMA") website maintained by the Municipal Securities Rulemaking Board (the "MSRB") following MSRB notice 2012-18.

Submission of Bids: A copy of the firm's bid shall be received on or before the time and date outlined above, addressed as follows:

1. Barry Friedman, President
   Friedman, Luzzatto & Co.
   14755 Preston Road, Suite 515
   Dallas, TX 75254
   Tel: 888-325-4201 or 972-404-1011
   E-mail: barry@fl-co.com

2. Art Brickey, Senior Vice President
   Friedman, Luzzatto & Co.
   14755 Preston Road, Suite 515
   Dallas, TX 75254
   Tel: 888-325-4201 or 972-404-1011
   E-mail: art@fl-co.com

Responses via email will be accepted provided that each response includes all of the requisite information.

Bids received prior to the opening date shall be kept secured until opening. Friedman, Luzzatto & Co. shall not be responsible for the premature opening of a bid or for the rejection of a bid that was not received prior to the opening date.

Signature of Bids: Each bid shall give the complete mailing address of the bidder and be signed by an authorized representative with his or her name and legal title typed below the signature line.

Modification/Withdrawal of Bid: There shall be no modification or withdrawal of the bid after the bid receipt date.

Notice of Award: The awarded bid will be announced on **January 15, 2016.** No bid may be withdrawn until such award or rejection of all bids. Only the Lessee is authorized to issue news releases relating to this request for bid, its award and/or implementation of the lease-purchase financing.

Prohibition of Gratuities: Neither the successful bidder nor any person, firm or corporation employed by the successful bidder in the performance of this contract shall offer or give any gift, money or anything of value or any promise of future award or compensation to any of the Lessee's employees at any time.

Third Party Beneficiaries: This request for bids and resulting Lease shall not be construed as providing an enforceable obligation to any third party.

No Liability: Lessee shall have no liability, obligation nor shall it be compelled to enter into any financing agreement or any other financing arrangement as a result of issuing this request for bids.

REQUEST FOR FINANCING BID
For
City of Hattiesburg, Mississippi
Energy Services Performance Contract

Bid Form

Lease Amount: $7,528,000

Rate of Interest Per Annum: _____%

Escrow Fee: $_____

List Additional Costs: _____

_____

_____

_____

Attach Payment Schedule based on a lease commencement date of February 5, 2016, with a Principal Amount of $7,528,000, with 29 semi-annual level payments for a fifteen and one-half year (15.5) term beginning August 5, 2017 and ending on August 5, 2031, including a 5 year prepayment option.

For informational purposes list total interest cost and all inclusive rate although Lessee calculation will control.

Total Interest Cost $_____

All Inclusive Rate: _____%

Bidder's Name: _____

Address: _____

_____

Phone Number: _____

E-mail Address: _____

Signature: _____

Title: _____

ATTACHMENT A

Scope of work

SCOPE OF WORK

JCI shall provide Customer with Work identified on this Schedule 1. JCI shall supervise, coordinate, and direct the Work and shall be solely responsible for construction means, methods, techniques, sequences, and procedures for Work under this Agreement. JCI shall be responsible to pay for labor, materials, equipment, tools, construction equipment, machinery, transportation, facilities, and services necessary for the proper execution and completion of the Work. Completed Work will be fully functional and installed in compliance with the local governing codes existing at the time of execution of this Agreement.

General Work shall include:

- Conduct a pre-construction conference with JCI Project Manager and Customer.
- Final development work for each Facility Improvement Measure (FIM) as required under the Agreement. Once final detailed development work is complete, some minor modifications to outlined Scope of Work may be required. No modifications shall be made to the Work without prior approval of Customer.
- One (1) electronic copy of the Operations and Maintenance ("O&M") manuals of equipment shall be submitted to Customer at completion of the construction phase of the project.
- JCI shall provide an as-built lighting table with updated fixture counts to reflect actual lamps/ballasts/fixtures installed for FIM 1.1.
- JCI shall provide as built drawings for FIM 2.1 Energy Management Control System.
- JCI shall provide Shop Drawings or final Submittal Data for As-Built drawings on similar or identical equipment that is being replaced under the Agreement for FIM 3.1, 3.2, 3.3, and 3.4.
- Work will be coordinated with Customer personnel to minimize interruptions, delays, or safety violations.
- Materials being installed by JCI shall be new.
- Work shall be performed at the following sites:

Facility	Department
City Hall Building	DPW
Hattiesburg Trane Depot	DPW
Maintenance Shop, Traffic Control	DPW
Mass Transit Operations Building	DPW
Bobby Chain Air Port Facilities	DPW
Public Works Facilities	DPW
City Engineering Office	DPW
Parking Garage - Post Office	DPW
Parking Garage - Trustmark	DPW
Fire Station #1	Fire
Fire Station #2	Fire
Fire Station #3	Fire
Fire Station #4	Fire
Fire Station #5	Fire
Fire Station #6	Fire
Fire Station #7	Fire
Fire Station #8	Fire
Fire Department Admin Bldg	Fire
Tatum Park Soccer Complex	Parks and Recreation

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Schedule 1

Facility	Department
Jackie Dole Sherrill Community Center	Parks and Recreation
LT. Ben McNair Recreation Center	Parks and Recreation
N. R. Burger Center	Parks and Recreation
Culture Center	Parks and Recreation
C.E. Roy Community Center	Parks and Recreation
Timberton Complex	Parks and Recreation
Vernon Dahmer Park Facilities	Parks and Recreation
Hattiesburg Visitors Center	Parks and Recreation
Unetta Street Gym	Parks and Recreation
Veteran's Memorial Park Facilities	Parks and Recreation
Highland Cemetary Facilities	Parks and Recreation
W. U. Bill Sigler Community Center	Parks and Recreation
Kamper Park Tennis-Walking Trail	Parks and Recreation
San Antonio Street Soccer Complex	Parks and Recreation
Jaycee Park and Fields	Parks and Recreation
Cameron Field with Buildings	Parks and Recreation
East Side Park Facilities	Parks and Recreation
Walking Trail - West St	Parks and Recreation
Walking Trail - 18th St	Parks and Recreation
Walking Trail - 37th St	Parks and Recreation
Walking Trail - 5th St	Parks and Recreation
Softball Field	Parks and Recreation
Peoples Park	Parks and Recreation
Duncan Lake	Parks and Recreation
Oseola McCarty Park Lighting	Parks and Recreation
Tatum Park Tennis Bldg	Parks and Recreation
Tatum Park Softball Complex	Parks and Recreation
Town Square Park	Parks and Recreation
Percy Charles Bailey Fitness and Walking Trail	Parks and Recreation
Chain Park	Parks and Recreation
Police/Fire Training Building	Police
Hattiesburg Police Firing Range	Police
Police Sub-Station Building	Police
Hattiesburg Employee Clinic	Various
Water Plant #2	Water
Water Plant #1	Water
Sanitation Office Facilities	Water
Water Billing Office	Water
Water Plant #2 Administration Bldg	Water
Lincoln Rd Tank	Water

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Facility	Department
Lincoln Rd Booster	Water
US Hwy 98 Tank	Water
US Hwy 98 Water Booster Station	Water
USM Tank, Chlorine Bldg	Water
Industrial Park Water Tank and Booster Station	Water
Arena Drive Water Tank	Water
Wesley Tank, Chlorine Bldg and Treatment Bldg	Water
South Lagoon	Water
North Lagoon	Water
Lincoln Road Booster Station	Water
Forrest General Water Tank and Booster Station	Water
W 4th St Well & Chlorine Bldg	Water

Facility Improvement Measures:

FIM Number	FIM Description
FIM 1.1	Lighting Upgrade
FIM 2.1	Energy Management Control System
FIM 3.1	Boiler Replacement
FIM 3.2	Small Unitary Equipment Replacement
FIM 3.3	City Hall HVAC Upgrades
FIM 3.4	Jackie Dole and Engineering Building HVAC Upgrades
FIM 4.1	Water Treatment Plant Controls Upgrade
FIM 4.2	Water Conservation
FIM 5.1	Solar Photovoltaic System

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FIM 1.1 Lighting Upgrade

The Work for this FIM includes materials and labor for the following:

- Labor and materials to perform the lighting system improvements as listed in the detailed Scope of Work table in Attachment 5.
- Lenses and troffer pans of existing affected fixtures will be wiped down during installation.
- Repair or replacement of damaged, cracked, or yellowed lenses for fixtures affected by the Scope of Work.
- Warranty Stock of two percent (2%) of lamps and one percent (1%) of ballasts and L.E.D. replaceable drivers. The warranty stock will be supplied and stored in the DPW and Water Department supply warehouse.
- Full manufacturer warranty of five years on linear T8 lamps and five years on ballasts (material only). Full manufacturer warranty of five years all L.E.D. fixtures and components. Other products not stipulated above, will have a one year manufacturer warranty. This material warranty start date is identified by a date code stamp which is located on the actual lamp and ballast.
- Existing lamps, ballasts and other materials will be removed from the site by JCI in accordance with Federal, State, and Local regulations existing at the time of execution of the Agreement.
- JCI acting as an agent for Customer will ensure the proper disposal of hazardous waste generated during the installation of this FIM in accordance with the Federal, State, and Local laws and regulations existing at the time of execution of the Agreement.
- Provide two (2) four (4) hour trainings which shall include the following topics for Customer maintenance personnel
    - Occupancy Sensor Operation
    - Lighting Identification and proper use of the As-built Lighting Audit
    - Lighting Inventory and warehouse procedures
    - Warranty procedures
- The lighting installation shall comply with IES Guidelines and the lighting levels outlined below for the areas affected by the Work.

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[redacted]

Schedule 1

I.E.S. LIGHTING REQUIREMENT GUIDELINES						
Room Type Classification	Direct Lighting Foot-candle Levels (1)			Indirect Foot-candle Levels (2)		
	Maximum	Average	Minimum	Maximum	Average	Minimum
Offices/Receptionist	75	50	25	60	40	20
Restrooms	38	25	13	38	25	13
Conference/Resource Rooms	75	50	25	60	40	20
Classrooms						
General Classrooms	75	50	25	60	40	20
Industrial Arts Rooms	90	60	30	90	60	30
Science Rooms/Labs	75	50	25	75	50	25
Student Dining/Auditoriums						
Assembly	30	20	10	N/A		
Kitchen	60	40	20	N/A		
Dining Areas	60	40	20	60	40	20
Athletic Areas						
Gymnasium-Elementary School	75	50	25	N/A		
Gymnasium-Middle School	75	50	25	N/A		
Gymnasium-High School	90	60	30	N/A		
Multi-use Physical Education Rooms	75	50	25	N/A		
Locker Rooms	38	25	13	38	25	13
Circulation						
Hallways	30	20	10	30	20	10
Stairwells	30	20	10	30	20	10

(1) Direct lighting refers to light that is being directed in a downward direction towards the surface being illuminated.

(2) Indirect lighting refers to light that is directed at least partially in an upward direction or is reflected in some manner towards the surface being illuminated.

Exclusions:

- Repair or replacement of defective electrical components or circuitry, other than the equipment specifically described in the FIM description and Work. JCI will identify the location of defective equipment and notify the Customer.
- Repair or upgrades required due to rectify existing code violations, including egress and emergency lighting, unless specifically described in this scope of Work.
- Fixtures in areas not addressed on the detailed Scope of Work in Attachment 5.
- Design and installation of emergency lighting systems.
- Fixtures in inaccessible areas.

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- Repair or replacement of switches, breakers, wiring, etc. unless the failure is a direct result of JCI action.
- Existing fluorescent battery packs are excluded from this scope of Work. The new ballasts will be connected to the existing battery packs only.
- Existing faulty wiring or raceways providing power to lighting system. (JCI will bring such conditions to the attention of Customer, but it shall be the responsibility of Customer to address the identified deficiencies)
- Engineering Drawings
- Existing light poles will be re-used. Repair of wiring to poles, if required, is not included.
- Pole mounted lighting is reusing existing poles. Customer is responsible for pole maintenance, repair and replacement throughout the term of the guarantee.

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FIM 2.1 Energy Management Control System

JCI will provide equipment, materials, labor, supervision, and services necessary for or incidental to the installation of the Energy Management Systems as specified in the scope below.

GENERAL SCOPE OF WORK

FIM	Campus
FIM 2.1 - PW	Public Works
FIM 2.1 - JSCC	Jackie Dole Sherrill Community Center
FIM 2.1 - HC	Health Clinic
FIM 2.1 – RCC	C.E. Roy Community Center
FIM 2.1 – TA	Training Academy
FIM 2.1 – USG	Unetta Street Gym
FIM 2.1 - HCF	Highland Cemetery Facilities
FIM 2.1 - HVC	Hattiesburg Visitors Center
FIM 2.1 - TC	Timberton Complex
FIM 2.1 - SCC	Sigler Community Center
FIM 2.1 - BC	N.R. Burger Center
FIM 2.1 - MRC	Lt. Ben McNair Recreation Center
FIM 2.1 - TFC	Traffic Control
FIM 2.1 - FA	Fire Administration
FIM 2.1 - WB	Water Billing Dept
FIM 2.1 - WP1	Water Plant 1
FIM 2.1 – WP2	Water Plant 2
FIM 2.1 - TPSB	Tatum Park Softball Building
FIM 2.1 - TPT	Tatum Park Tennis Building
FIM 2.1 - TPS	Tatum Park Soccer Building
FIM 2.1 - TPB	Tatum Park Baseball Building
FIM 2.1 - FG	Forrest General Water Tank & Booster Pump Electrical Room
FIM 2.1 – FS1	Fire Station 1
FIM 2.1 – FS2	Fire Station 2
FIM 2.1 – FS4	Fire Station 4
FIM 2.1 – FS6	Fire Station 6
FIM 2.1 – FS7	Fire Station 7
FIM 2.1 – FS8	Fire Station 8
FIM 2.1 - CC	Cultural Center
FIM 2.1 - CH	City Hall
FIM 2.1 - PSS	Police Sub-Station
FIM 2.1 - TD	Train Depot
FIM 2.1 - MT	Mass Transit
FIM 2.1 - EB	Engineering Building

- Exposed, plenum-rated cable will be installed above drop ceilings, in attic spaces and inside walls as needed to connect the specified equipment. Newly installed exposed, plenum-rated cable will be secured neatly at regular intervals, run parallel or at right angles to the building structure, and color coded and/or labeled as "Johnson Controls" cable. In exposed locations, such as mechanical rooms and electrical rooms, new control cabling will be installed in Electrical Metallic Tubing EMT. Cabling, newly installed

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in outdoor locations, across rooftops and over covered walks will be installed in rigid galvanized conduit and/or sealtite.

- JCI shall provide forty (40) hours of onsite training in a maximum of five (5) training sessions. Videotaping of key training sessions will be provided.

Demolition and Removal Work

- Existing electric and mechanical thermostats and devices that are to be replaced will be disconnected and wiring preserved for use with new control system components. Wherever HVAC equipment is replaced, existing support systems, mounting struts, conduit and cabling will be preserved and re-used, if possible. If existing wiring and/or control tubing is not suitable for re-use, it will be removed to above ceiling level and abandoned in place.

FIM 2.1 – PW

New Installation Work

1. Furnish and install Metasys ADX Server (Tower, 10 User, Win 2008 R2 SP1, 64-bit, Std, SQL Server 2012 64-bit SP1, Intel Xeon E5-2623 3.0 GHz, 2x600GB HD, DVD/RW, RAID1, 2x16GRAM) with 19" Color LCD Monitor and Color Inkjet Report Printer. ADX Server and associated Network Control Engines (NCE's) to reside on Customer IT Network. JCI to furnish Cat6 cabling from required drop location(s) to network port location(s) in IDF/MDF for each building, as designated by Customer IT Manager.

2. Dynamic Color Graphics including overhead graphic for impacted sites and penetration to Air Handler System graphics and Central Plant system graphics (where applicable).

3. Furnish and install Network Controller (Qty=1) with required capacity to handle DDC panels and devices and connect to Customer IT Network.

4. Furnish and install enable/disable and run status control for LG Mini-Split (Qty-1) serving Front Building. Mini-split to continue to operate on existing controls.

5. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostat and IR Heater Relays and connect to Customer IT Network.

6. Furnish and install network zone thermostat with local override capability and run status (Qty=1) for DX Split System AC Unit with Heat in Maintenance Bldg. Where practical (in offices, conference rooms and other non-public areas), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

7. Furnish and install network RIB relay with integral current sensor at each (Qty=13) existing IR Heater toggle switch to provide IR Heater enable/disable and run status in Maintenance Bldg.

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8. Furnish and install a zone temperature sensor (Qty=1) in the Maintenance Shop to enable IR Heaters if zone temperature falls below setpoint.

9. Furnish and install standalone programmable thermostat with local PIR Occupancy Sensor (Qty=1) for DX Mini-split Air Unit serving Heavy Metals Building.

10. Furnish and install standalone programmable thermostat with local PIR Occupancy Sensor (Qty=1) for DX Mini-split Air Unit serving Mosquito Control Building.

11. Furnish and install standalone programmable thermostat with local PIR Occupancy Sensor (Qty=2) for Split System Heatpump Units serving Sanitation Building.

12. Connection of Communication Bus wiring from DDC Devices to Network Controller(s)/Router(s).

13. Provide check-out and programming of sequence of operations below.

14. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – JSCC

New Installation Work

1. Furnish and install Network Controller (Qty=1) with required capacity to handle DDC panels and devices and connect to Customer IT Network.

2. Furnish and install new DDC control points (terminate to Network Controller panel) for control of the Hot Water System (Qty=1) to include the following inputs/outputs:

    - Building Hot Water Supply Temperature (AI)
    - Building Hot Water Return Temperature (AI)
    - Boiler Enable/Disable Command (BO)
    - Boiler Run Status (BI)
    - Boiler Alarm Status (BI)
    - HW Pump-1 Command (BO)
    - HW Pump-1 Status (BI)
    - HW Pump-2 Command (BO)
    - HW Pump-2 Status (BI)

3. Furnish and install network thermostat with local override capability, and run status (Qty=7) for DX Split System AC Unit with Hot Water Heating Coil. New 3-way modulating HW control valve to be installed on existing wild HW coil.

4. Furnish and install network thermostat with local override capability, and run status (Qty=7) for Packaged DX AC Unit with Hot Water Heating Coil. New 3-way modulating HW control valve to be installed on existing wild HW coil.

5. Connection of Communication Bus wiring from DDC Devices to Network Controller.

6. Provide check-out and programming of sequence of operations below.

7. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

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FIM 2.1 – HC

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.

2. Furnish and install network thermostat with local override capability, and run status (Qty=2) for DX RTU AC Unit with Gas Heating. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

3. Connection of Communication Bus wiring from DDC Devices to Network Router.

4. Provide check-out and programming of sequence of operations below.

5. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – RCC

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.

2. Furnish and install network thermostat with local override capability, and run status (Qty=5) for Packaged Heatpump Units. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

3. Connection of Communication Bus wiring from DDC Devices to Network Router.

4. Provide check-out and programming of sequence of operations below.

5. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – TA

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.

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2. Furnish and install network thermostat with local override capability, and run status (Qty=8) for Split System Heatpump Units. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

3. Furnish and install network relay with integral current sensor at each (Qty=4) existing Gas Unit Heater to provide enable/disable and run status.

4. Connection of Communication Bus wiring from DDC Devices to Network Router.

5. Provide check-out and programming of sequence of operations below.

6. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – USG

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network devices and connect to Customer IT Network.

2. Furnish and install network RIB relay with integral current sensor at each (Qty=2) existing Gas Unit Heater to provide enable/disable and run status.

3. Furnish and install network RIB relay with integral current sensor at each (Qty=1) existing Mini-Split Heatpump Unit to provide enable/disable and run status.

4. Furnish and install (Qty=1) zone temperature sensor for gymnasium.

5. Furnish and install network thermostat with local override capability, and run status (Qty=2) for new package units installed per FIM 3.2. Where practical, the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings. Connection of Communication Bus wiring from DDC Devices to Network Router.

6. Provide check-out and programming of sequence of operations below.

7. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – HCF

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.

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2. Furnish and install network thermostat with local override capability, and run status (Qty=1) for Split System Heatpump Unit. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

3. Furnish and install network thermostat with local override capability, and run status (Qty=2) for DX Split System AC Unit. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

4. Furnish and install network RIB relay with integral current sensor at each (Qty=2) existing Window Unit with Electric Heat to provide enable/disable and run status.

5. Connection of Communication Bus wiring from DDC Devices to Network Router.

6. Provide check-out and programming of sequence of operations below.

7. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – HVC

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.

2. Furnish and install network thermostat with local override capability, and run status (Qty=2) for Split System Heatpump Units. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

3. Connection of Communication Bus wiring from DDC Devices to Network Router.

4. Provide check-out and programming of sequence of operations below.

5. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – TC

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.

2. Furnish and install network thermostat with local override capability, and run status (Qty=2) for Split System Heatpump Units. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

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3. Connection of Communication Bus wiring from DDC Devices to Network Router.
4. Provide check-out and programming of sequence of operations below.
5. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – SCC

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.
2. Furnish and install network thermostat with local override capability, and run status (Qty=2) for Split System AC Units. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.
3. Connection of Communication Bus wiring from DDC Devices to Network Router.
4. Provide check-out and programming of sequence of operations below.
5. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – BC

New Installation Work

1. Furnish and install Network Controller (Qty=1) with required capacity to handle DDC panels and devices and connect to Customer IT Network.
2. Furnish and install new DDC control points (terminate to Network Controller panel) for control of the Hot Water System (Qty=1) to include the following inputs/outputs:

    - Building Hot Water Supply Temperature (AI)
    - Building Hot Water Return Temperature (AI)
    - Boiler Enable/Disable Command (BO)
    - Boiler Run Status (BI)
    - Boiler Alarm Status (BI)
    - HW Pump-1 Command (BO)
    - HW Pump-1 Status (BI)
    - HW Pump-1 Control (AO)
    - HW Pump-2 Command (BO)
    - HW Pump-2 Status (BI)
    - HW Pump-2 Control (AO)

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3. Furnish and install network thermostat with local override capability, and run status (Qty=2) for DX Split System AC Unit with Hot Water Heating Coil. New 3-way modulating HW control valve to be installed on existing wild HW coil.

4. Furnish and install network thermostat with local override capability, and run status (Qty=2) for Packaged DX AC Unit with Hot Water Heating Coil. New 3-way modulating HW control valve to be installed on existing wild HW coil.

5. Connection of Communication Bus wiring from DDC Devices to Network Controller.

6. Provide check-out and programming of sequence of operations below.

7. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – MRC

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.

2. Furnish and install network thermostat with local override capability, and run status (Qty=6) for Split System AC Unit with Gas Heat. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

3. Furnish and install network thermostat with local override capability, and run status (Qty=1) for Packaged DX AC Unit with Gas Heat. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

4. Connection of Communication Bus wiring from DDC Devices to Network Router.

5. Provide check-out and programming of sequence of operations below.

6. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – TFC

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.

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2. Furnish and install network thermostat with local override capability, and run status (Qty=2) for Packaged DX RTU with Gas Heat. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

3. Furnish and install network thermostat with local override capability, and run status (Qty=2) for DX Split System AC Unit with Gas Heat. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

4. Furnish and install network RIB relay with integral current sensor at each (Qty=2) existing Window Unit with Electric Heat to provide enable/disable and run status.

5. Furnish and install network RIB relay with integral current sensor at each (Qty=4) existing Mini-split Heatpump to provide enable/disable and run status. Mini-split to continue to operate on existing controls.

6. Connection of Communication Bus wiring from DDC Devices to Network Router.

7. Provide check-out and programming of sequence of operations below.

8. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – FA

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.

2. Furnish and install network thermostat with local override capability, and run status (Qty=2) for DX Split AC Unit with Gas Heat. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

3. Furnish and install network RIB relay with integral current sensor at each (Qty=1) existing Mini-split Heatpump to provide enable/disable and run status. Mini-split to continue to operate on existing thermostat control.

4. Furnish and install network RIB relay with integral current sensor at each (Qty=2) existing Gas Unit Heater to provide enable/disable and run status. Gas Unit Heaters to continue to operate on existing thermostat control.

5. Connection of Communication Bus wiring from DDC Devices to Network Router.

6. Provide check-out and programming of sequence of operations below.

7. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – WB

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New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.

2. Furnish and install network thermostat with local override capability, and run status (Qty=2) for Packaged DX RTU with Gas Heat. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

3. Connection of Communication Bus wiring from DDC Devices to Network Router.

4. Provide check-out and programming of sequence of operations below.

5. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – WP1

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.

2. Furnish and install network thermostat with local override capability, and run status (Qty=2) for PTAC Unit. Network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

3. Connection of Communication Bus wiring from DDC Devices to Network Router.

4. Provide check-out and programming of sequence of operations below.

5. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – WP2

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.

2. Furnish and install network thermostat with local override capability, and run status (Qty=2) for PTAC Unit. Network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

3. Furnish and install network RIB relay with integral current sensor at each (Qty=2) existing Window Unit with Electric Heat to provide enable/disable and run status.

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4. Furnish and install network RIB relay with integral current sensor at each (Qty=4) existing Mini-split Heatpump to provide enable/disable and run status. Mini-split to continue to operate on existing controls.

5. Furnish and install network thermostat with local override capability, and run status (Qty=3) for Split System Heatpump Units. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

6. Connection of Communication Bus wiring from DDC Devices to Network Router.

7. Provide check-out and programming of sequence of operations below.

8. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – TPSB

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.

2. Furnish and install network thermostat with local override capability, and run status (Qty=2) for DX Split AC Unit with Gas Heat. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

3. Connection of Communication Bus wiring from DDC Devices to Network Router.

4. Provide check-out and programming of sequence of operations below.

5. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – TPT

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.

2. Furnish and install network thermostat with local override capability, and run status (Qty=2) for DX Split AC Unit with Gas Heat. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

3. Connection of Communication Bus wiring from DDC Devices to Network Router.

4. Provide check-out and programming of sequence of operations below.

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5. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – TPS

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.
2. Furnish and install network thermostat with local override capability, and run status (Qty=1) for Split System Heatpump Unit. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.
3. Connection of Communication Bus wiring from DDC Devices to Network Router.
4. Provide check-out and programming of sequence of operations below.
5. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – TPB

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.
2. Furnish and install network thermostat with local override capability, and run status (Qty=2) for Split System Heatpump Unit. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.
3. Connection of Communication Bus wiring from DDC Devices to Network Router.
4. Provide check-out and programming of sequence of operations below.
5. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – FG

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.
2. Furnish and install network thermostat with local override capability, and run status (Qty=1) for DX Split AC Unit.

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3. Connection of Communication Bus wiring from DDC Devices to Network Router.
4. Provide check-out and programming of sequence of operations below.
5. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – FS1

New Installation Work

1. Furnish and install Network Controller (Qty=1) with required capacity to handle DDC panels and devices and connect to Customer IT Network.
2. Furnish and install Mitsubishi BAC-HD150 (Qty=1) BACnet interface board to provide BAS Gateway into existing Mitsubishi City Multi-zone unit serving Fire Station 1.
3. Furnish and install network RIB relay with integral current sensor at each (Qty=4) existing Gas Unit Heater thermostat to provide Gas Unit Heater enable/disable and run status.
4. Furnish and install a zone temperature sensor (Qty=1) in Fire Station 1 to enable Gas Unit Heaters.
5. Connection of Communication Bus wiring from DDC Devices to Network Controller.
6. Provide check-out and programming of sequence of operations below.
7. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – FS2

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.
2. Furnish and install network thermostat with local override capability, and run status (Qty=1) for Split System Heatpump Unit. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.
3. Furnish and install network RIB relay with integral current sensor at each (Qty=1) existing Gas Furnace to provide enable/disable and run status. Gas Furnace to continue to operate on existing thermostat control.
4. Furnish and install network RIB relay with integral current sensor at each (Qty=1) existing Gas Unit Heater to provide enable/disable and run status. Gas Unit Heater to continue to operate on existing thermostat control.
5. Furnish and install a zone temperature sensor (Qty=1) in Fire Station 1 to enable Gas Unit Heaters.

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6. Connection of Communication Bus wiring from DDC Devices to Network Router.
7. Provide check-out and programming of sequence of operations below.
8. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – FS4

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.
2. Furnish and install network thermostat with local override capability, and run status (Qty=2) for Split System DX Unit with Gas Heat. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.
3. Furnish and install network RIB relay with integral current sensor at each (Qty=4) existing Gas Unit Heater to provide enable/disable and run status. Gas Unit Heater to continue to operate on existing thermostat control.
4. Furnish and install a zone temperature sensor (Qty=1) in Fire Station 4 to enable Gas Unit Heaters.
5. Connection of Communication Bus wiring from DDC Devices to Network Router.
6. Provide check-out and programming of sequence of operations below.
7. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – FS6

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.
2. Furnish and install network thermostat with local override capability, and run status (Qty=2) for Split System DX Unit with Gas Heat. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.
3. Furnish and install network RIB relay with integral current sensor at each (Qty=4) existing Gas Unit Heater to provide enable/disable and run status. Gas Unit Heater to continue to operate on existing thermostat control.
4. Furnish and install a zone temperature sensor (Qty=1) in Fire Station 6 to enable Gas Unit Heaters.
5. Connection of Communication Bus wiring from DDC Devices to Network Router.

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6. Provide check-out and programming of sequence of operations below.

7. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – FS7

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.

2. Furnish and install network thermostat with local override capability, and run status (Qty=1) for Split System DX Unit with Gas Heat. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

3. Furnish and install network thermostat with local override capability, and run status (Qty=1) for Split System Heatpump Unit. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

4. Furnish and install network RIB relay with integral current sensor at each (Qty=4) existing Gas Unit Heater to provide enable/disable and run status. Gas Unit Heater to continue to operate on existing thermostat control.

5. Furnish and install a zone temperature sensor (Qty=1) in Fire Station 7 to enable Gas Unit Heaters.

6. Connection of Communication Bus wiring from DDC Devices to Network Router.

7. Provide check-out and programming of sequence of operations below.

8. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – FS8

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.

2. Furnish and install network thermostat with local override capability, and run status (Qty=3) for Split System DX Unit with Gas Heat. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

3. Furnish and install network RIB relay with integral current sensor at each (Qty=4) existing Gas Unit Heater to provide enable/disable and run status. Gas Unit Heater to continue to operate on existing thermostat control.

4. Furnish and install a zone temperature sensor (Qty=1) in Fire Station 8 to enable Gas Unit Heaters.

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5. Connection of Communication Bus wiring from DDC Devices to Network Router.
6. Provide check-out and programming of sequence of operations below.
7. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – CC

New Installation Work

1. Furnish and install Network Controller (Qty=1) with required capacity to handle DDC panels and devices and connect to Customer IT Network.
2. Furnish and install network thermostat with local override capability, and run status (Qty=3) for Heatpump Units. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.
3. Furnish and install Mitsubishi BAC-HD150 (Qty=1) BACnet interface board to provide BAS Gateway into existing Mitsubishi City Multi-zone unit serving the Cultural Center.
4. Furnish and install a zone humidity sensor (Qty=1) in Cultural Center.
5. Connection of Communication Bus wiring from DDC Devices to Network Controller.
6. Provide check-out and programming of sequence of operations below.
7. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – CH

New Installation Work

1. Furnish and install Network Controller (Qty=1) with required capacity to handle DDC panels and devices and connect to Customer IT Network.
2. Furnish and install DDC control points as listed below to provide networked control of the water sourced heatpump condenser water loop. Furnish and install new Hot Water Bypass Control Valve to replace existing. Terminate these heatpump system points to the new Network Controller:

- Boiler Leaving Water Temperature (AI)
- Boiler Entering Water Temperature (AI)
- Boiler Enable/Disable Command (BO)
- Boiler Bypass Valve Control (AO)
- Boiler Run Status (BI)
- Boiler Alarm (BI)
- CDW Pump-1 Command (BO)
- CDW Pump-1 Status (BI)
- CDW Pump-2 Command (BO)
- CDW Pump-2 Status (BI)
- CDW Pump-3 Command (BO)
- CDW Pump-3 Status (BI)

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- Fluid Cooler CT-1 Command (BO)
- Fluid Cooler CT-1 Status (BI)
- Fluid Cooler CT-2 Command (BO)
- Fluid Cooler CT-2 Status (BI)
- Fluid Cooler Entering Temp (AI)
- Fluid Cooler Leaving Temp (AI)
- Condenser Loop Supply Temp (AI)
- Condenser Loop Return Temp (AI)
- Floor-1 Condenser Supply Temp (AI)
- Floor-2 Condenser Supply Temp (AI)
- Floor-3 Condenser Supply Temp (AI)

3. Furnish and install network thermostat with local override capability, and run status (Qty=1) for Split System Heatpump Unit. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

4. Furnish and install network thermostat with local override capability, and run status (Qty=19) for Water Sourced Heatpump Units. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

5. Furnish and install network temperature/humidity sensor with local override capability, air valve digital controller and control transformer (Qty=1) for existing Air Valve serving Mayor's Office.

6. Furnish and install Mitsubishi BAC-HD150 (Qty=1) BACnet interface board to provide BAS Gateway into existing Mitsubishi City Multi-zone unit serving City Hall.

7. Connection of Communication Bus wiring from DDC Devices to Network Controller.

8. Provide check-out and programming of sequence of operations below.

9. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – PSS

New Installation Work

1. Furnish and install standalone programmable thermostat with local PIR Occupancy Sensor (Qty=1) for DX Mini-split Air Unit serving Police Sub-station at Mobile and Newman St.

2. Provide check-out and programming of sequence of operations below.

3. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – TD

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.

2. Furnish and install network thermostat with local override capability, and run status (Qty=5) for Heatpump Units. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

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3. Connection of Communication Bus wiring from DDC Devices to Network Router.
4. Provide check-out and programming of sequence of operations below.
5. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – MT

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.
2. Furnish and install network thermostat with local override capability, and run status (Qty=1) for Split System DX Unit with Electric Heat. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.
3. Furnish and install network RIB relay with integral current sensor at each (Qty=4) existing Electric Unit Heater to provide enable/disable and run status. Electric Unit Heater to continue to operate on existing thermostat control.
4. Furnish and install a zone temperature sensor (Qty=1) in Mass Transit Bldg to enable Electric Unit Heaters.
5. Connection of Communication Bus wiring from DDC Devices to Network Router.
6. Provide check-out and programming of sequence of operations below.
7. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – EB

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.
2. Furnish and install network thermostat with local override capability, and run status (Qty=2) for DX SS AC Unit with Gas Heating.
3. Connection of Communication Bus wiring from DDC Devices to Network Router.
4. Provide check-out and programming of sequence of operations below.
5. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

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Sequence of Operations

The sequences noted below are to be utilized as a basis for installation. Final sequences and final set points will be determined during project commissioning phase.

Hot Water Heating Boiler Plant Controls (One Boiler)

Hot Water Pump Control: The hot water pump with the lowest runtime will automatically start when the outside air temperature falls below the system enable setpoint. When the outside air temperature rises above this setpoint, the hot water pumps will turn off. When enabled, the lead pump will start and run continuously. If for any reason its status does not match its commanded value an alarm will be generated. The lag pump will start if the lead pump is in alarm. Whenever the system is commanded off, the lead hot water pump will run for a period of time to dissipate the heat in the system.

Boiler Control: The boiler control sequence will begin when one of the hot water pumps has a status of on. When a boiler enable command is sent, the boiler will operate on its own internal controls to maintain the desired hot water supply setpoint temperature.

Split Systems & Rooftop Units

Supply Fan Start/Stop: The supply fan will be started according to the schedule. After the supply fan has been started, the control sequence will be enabled.

Zone Control: The electric (or gas) heating stages, and the dx cooling stages will modulate/cycle in sequence to maintain the zone temperature at setpoint.

Night Setback/Night Setup: When in "unoccupied" mode, the unit will cycle as necessary to maintain the night setback zone temperature at setpoint. A differential prevents the unit from cycling excessively.

Shutdown: When the unit is shutdown by either a stop command or system safety the unit will be set as follows:

a. supply fan will be off

b. dx cooling will be off

c. Electric (or gas) heat will be off

City Hall Water Source Heat Pump & Condenser Water Loop Controls

Time Schedule: The water source heat pump system is enabled/disabled based on a 7-day/24-hour time schedule residing in the Metasys Network Controller serving the building. During scheduled "unoccupied" periods, the fluid coolers, boilers, condenser water pumps and heat pump units are de-energized. Whenever a floor is scheduled to be "occupied" or is placed into "temporarily occupied" mode by means of a local zone thermostat (TEC) override button (1-hour, adj), the fluid coolers, boiler, condenser water pump (serving that floor) and heat pump units (serving that floor) are enabled to operate. Whenever a floor is scheduled "unoccupied" or the "temporarily occupied" mode expires, the heat pump units and the condenser water pump serving that floor are de-energized. Whenever all three floors are "unoccupied", the fluid coolers and boiler are de-energized.

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Condenser Water Pump Control: Each of the three condenser water pumps (one serving each floor) is controlled by means of the Hand-Off-Automatic (H-O-A) switch located on the cover of the motor starter.

Hand: Whenever the pump motor starter is referenced to the "Hand" position, the pump is energized.

Off: Whenever the pump motor starter is referenced to the "Off" position, the pump is de-energized.

Auto: Whenever the pump motor starter is referenced to the "Auto" position, the pump is energized/de-energized by the BAS. Whenever a floor is in scheduled "occupied" mode by the EMCS or "temporarily occupied" mode by means of a local zone thermostat (TEC) override button (1-hour, adj), the condenser water pump associated with that floor is energized. The fluid coolers and boiler are enabled to operate. Whenever a floor is in scheduled "unoccupied" mode by the BAS or the "temporarily occupied" mode expires, the condenser pump serving that floor is de-energized by the BAS.

The BAS monitors the run status of each condenser water pump and indicates whenever a pump is energized. The BAS reports an alarm condition whenever the commanded state of a condenser water pump does not agree with its run status.

Fluid Cooler Control: Whenever one or more of the three condenser water pumps are energized, water flows through the fluid coolers. As the fluid cooler supply temperature (CTS-T) rises above setpoint (87 degF, adj), the fluid cooler fans are staged on in two steps. If the fluid cooler supply temperature (CTS-T) exceeds 90degF, an alarm is reported by the BAS. As the fluid cooler supply temperature (CTS-T) falls below 83degF, the fluid cooler fans are staged off in two steps. Whenever the fluid coolers are energized, the boiler bypass valve is in full bypass (no flow to boiler) position and the boiler is disabled. The BAS reports an alarm condition whenever the commanded state of a fluid cooler fan does not agree with its run status.

Boiler Control: Whenever one or more of the three condenser water pumps are energized, and the heat pump loop supply temperature (HPUS-T) falls below the boiler enable setpoint (70degF, adj), the boiler bypass valve is opened to full flow through the boiler. On a further decrease in HPUS-T (below 68degF, adj), the boiler is enabled to operate on its local factory controls to maintain its hot water supply setpoint. The boiler is allowed to operate until the heat pump loop supply temperature (HPUS-T) rises above the boiler disable setpoint (75degF, adj) for 10 continuous minutes, at which time the boiler is disabled. The boiler bypass valve remains open to flow through the boiler and at least one loop condenser pump remains energized for at least 5 minutes (adj) after the boiler has been disabled to allow heat to dissipate. Whenever the boiler is enabled, the fluid cooler fans are disabled.

Water Source Heat Pump Control: Whenever a water source heat pump is in scheduled "occupied" or "temporarily occupied" mode by means of a local zone thermostat (TEC) override button (1-hour, adj), the heat pump unit fan is energized and operates continuously. When a call for heating (or cooling) is made from the zone thermostat (TEC) and condenser water flow is proven by the heat pump's flow switch, the heat pump reversing valve is positioned to heating (or cooling) and the compressor cycled to maintain the zone temperature heating (or cooling) setpoint. The heat pump unit is disabled whenever any of its existing safety circuit devices are in an alarm state (e.g., firestat, duct smoke detector, etc).

Exclusions (applicable to all Work described above for FIM 2.1):

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- IT infrastructure (understood to be existing and functioning properly) - Customer IT department to provide IT drop to one location within each building for use by JCI.
- Wherever existing control devices (e.g., pneumatic thermostats, electric thermostats) are to be replaced with new DDC controls, the existing tubing, wiring, raceway, etc., serving the existing devices will be demolished (if not suitable for re-use) back to ceiling spaces and walls, capped and abandoned in place.
- Repair or replacement of any high voltage electrical service unless specifically noted otherwise as part of the Work.
- Repair or replacement of any starters and/or disconnects unless specifically noted otherwise as part of the Work.
- Repair or replacement of any existing mechanical safety devices (firestats, freezestats, duct smoke detectors,etc.). It is assumed that existing safety devices are in good operating condition and will be re-used.
- Repair or replacement of defective or non-functional mechanical, electrical and/or controls equipment, other than the equipment specifically described in the Work, JCI will identify the location of defective equipment and notify Customer.
- Repair or upgrades required to make the HVAC, electrical and mechanical systems functional, or to bring the HVAC, electrical and mechanical systems up to code, unless specified in the Work.
- Air and water balance of the existing HVAC and mechanical systems unless otherwise specified in the scope of Work.
- Existing building ventilation conditions and indoor air quality issues are excluded from the scope of Work.
- Temporary space conditioning, unless otherwise specified.
- Engineering services, studies and analysis associated with any exclusions or work clearly outside of the Work definition. Resolution of existing HVAC design, service and/or distribution conditions, known or unknown.
- Duct and coil cleaning
- Any controllers required for future capacity.
- Resolution of existing design, service, and or distribution conditions known or unknown

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FIM 3.1 Boiler Replacement

Demolition and Removal Work – Water Plant 2

1. Disconnect, remove and properly dispose of HW piping to nearest isolation valves or as required for new installation.
2. Disconnect, remove and properly dispose of natural gas piping to nearest isolation valves or as required for new installation.
3. Disconnect, remove and properly dispose of gas flue as required for installation.
4. Disconnect, remove and properly dispose of other materials or debris related to this project.
5. Disconnect and secure electrical connections to the HW boiler.

New Installation Work – Water Plant 2

1. Provide and install one (1) new condensing HW Boiler with the thermal specifications listed in the table below.

Condensing Boiler Full Load Characteristics				
Type	Output (MBH)	Return Water Temp (°F)	Supply Water Temperature	Min Thermal Efficiency (%)
Natural Gas Condensing	300	100	120	90%

2. The boiler shall be located in the existing location with gas piping, hot water piping and other piping extended as required for connection.

3. Reconnect HW Piping to the new Boiler. Match the existing pipe size.

4. Reconnect natural gas piping to the new boiler. Match existing pipe size. Reconnect the gas flue to the new boiler.

5. Insulate new piping, valves and fittings to match existing.

6. Patch and repair new penetrations.

7. Reuse existing piping, pipe fittings, pipe hangers, isolation valves, strainers, check valves, thermal wells, and pressure sensor wells where feasible and equipment serviceable.

8. Connect power to new boiler. Reuse existing electrical devices and wiring. If devices and wiring are found to be of insufficient size, insufficient length, or in poor condition, then replace.

9. Provide factory authorized start-up of the new boiler.

10. Provide a total of four (4) hours of training on basic unit operation.

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Exclusions:

- Repair or replacement of defective mechanical/controls equipment, other than the equipment specifically described in the Work description (Johnson Controls will identify the location of defective equipment and notify the Customer.)
- Repair or upgrades required due to rectify existing code violations unless specifically described in this Scope of Work.
- Hot water system hydronic balancing, unless specified in the scope of work.
- Engineering drawings
- Engineering services, studies, and analysis associated with any exclusions or work clearly outside of the scope definition
- Resolution of existing design, service, and or distribution conditions known or unknown.
- Unknown permits, fees, or processes required by local or oversight jurisdiction and/or utilities

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FIM 3.2 Small Unitary Equipment Replacement

Facility	Quantity	Type	Nominal Cooling Size
Highland Cemetery	2	Split System with Gas Heat	5 tons
LT. Ben McNair Recreational Center	2	Split System with Gas Heat	10 tons
Train Depot	2	Split System Heat Pumps	15 tons
Train Depot	1	Split System Heat Pumps	7.5 tons
Train Depot	1	Split System Heat Pump	20 tons

Demolition and Removal Work

Safely disconnect and secure existing electrical connections for outdoor units and associated air handling units.
Safely disconnect and secure for reuse existing thermostat and/or Energy Management System (EMCS) connections.
Safely disconnect and secure for reuse smoke alarms and other life safety devices connected to the unit.
Recover and dispose of refrigerant according to state and local codes at time of contract execution.
Remove existing units defined in the table above and dispose of properly.
Safely disconnect and secure for reuse equipment from existing ducting, condensate drain piping and natural gas piping.
Temporarily seal or cap disconnected utilities.

New Installation Work

1. Furnish and install new equipment per table above
    a. Nominal capacities shall be per the table above.
    b. Minimum 13.0 SEER or 11.1 EER at AHRI 340/360 conditions.
    c. Heat pumps units shall have a minimum Coefficient of Performance (COP) of 3.2 for heating
    d. Gas heating units shall have a minimum heating efficiency of 80%
2. Installation to be performed in accordance with mechanical, electrical, fire, local, state and national installation and operational codes at time of contract execution.
3. Reconnect equipment to existing ducting, installing transition ductwork as required. New ductwork to be insulated to match existing.
4. Reconnect equipment to existing condensate drain piping.
5. Reconnect equipment to existing natural gas piping.
6. Any required flashing and roof work to be performed by the roofing bond holder, under this subcontract.
7. Properly reinstall insulation removed during demolition
8. Reconnect equipment to existing electrical power wiring, reusing equipment starter.
9. Furnish and install new electrical disconnect or use existing electrical disconnect if in sufficient condition for reuse.
10. Re-install existing smoke detectors and life safety devices on the new equipment.
11. Re-connect existing thermostat conductors.
12. Unetta Street Gym
    a. Furnish and install (2) new package units
        i. 10 tons each with nominal matched heater size
        ii. Units shall be direct expansion and equipped with natural gas heating
        iii. Minimum 13.0 SEER or 11.1 EER at AHRI 340/360 conditions.
        iv. Gas heating units shall have a minimum heating efficiency of 80%
    b. Furnish and install new spiral duct and diffusers for air distribution to the gym area
    c. Furnish and install new electrical breakers, disconnects and wiring for power to the new units
    d. Furnish and install new natural gas service to the unit

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e. Furnish and install new condensate drain piping
f. Provide a NEBB air balance report

13. Provide startup, verification, and check-out per the Manufacturer's recommendations.
14. Provide a total of four (4) hours of training on basic unit operation.

Exclusions

- Repair or upgrades required to bring adjacent electrical and mechanical systems up to code.
- Unless otherwise specified, water and air test and balance report
- Existing building ventilation and indoor air quality deficiencies
- Temporary cooling or heating
- Duct Cleaning
- Engineering services, studies, and analysis associated with any exclusions or work clearly outside of the scope definition
- Resolution of existing design, service, and or distribution conditions known or unknown.
- Unknown permits, fees, or processes required by local or oversight jurisdiction and/or utilities
- Repair or replacement of defective mechanical, electrical, or controls equipment, except the equipment described in the FIM description (Johnson Controls will identify the location of defective equipment and notify the Hattiesburg).

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FIM 3.3 City Hall HVAC Upgrades

Boiler Replacement

Demolition and Removal Work

1. Disconnect, remove and properly dispose of HW piping to nearest isolation valves or as required for new installation.
2. Disconnect, remove and properly dispose of natural gas piping to nearest isolation valves or as required for new installation.
3. Disconnect, remove and properly dispose of gas flue as required for installation.
4. Disconnect, remove and properly dispose of other materials or debris related to this project.
5. Disconnect and secure electrical connections to the HW boiler.
6. Disconnect, remove and properly dispose of existing HW boiler

New Installation Work

1. Provide and install one (1) new condensing HW Boiler with the thermal specifications listed in the table below.

Condensing Boiler Full Load Characteristics				
Type	**Output (MBH)**	**Return Water Temp (°F)**	**Supply Water Temperature**	**Min Thermal Efficiency (%)**
Natural Gas Condensing	600	100	120	90%

2. The boiler shall be located in the existing location with gas piping, hot water piping and other piping extended as required for connection.
3. Reconnect HW Piping to the new Boiler. Match the existing pipe size.
4. Reconnect natural gas piping to the new boiler. Match existing pipe size. Reconnect the gas flue to the new boiler.
5. Insulate new piping, valves and fittings to match existing.
6. Patch and repair new penetrations.
7. Reuse existing piping, pipe fittings, pipe hangers, isolation valves, strainers, check valves, thermal wells, and pressure sensor wells where feasible and equipment serviceable.
8. Connect power to new boiler. Reuse existing electrical devices and wiring. If devices and wiring are found to be of insufficient size, insufficient length, or in poor condition, then replace.
9. Provide factory authorized start-up of the new boiler.
10. Provide a total of four (4) hours of training on basic unit operation.

Exclusions:

- Repair or replacement of defective mechanical/controls equipment, other than the equipment specifically described in the Work description (Johnson Controls will identify the location of defective equipment and notify the Customer.)
- Repair or upgrades required due to rectify existing code violations unless specifically described in this Scope of Work.
- Hot water system hydronic balancing, unless specified in the scope of work.

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- Engineering drawings
- Engineering services, studies, and analysis associated with any exclusions or work clearly outside of the scope definition
- Resolution of existing design, service, and or distribution conditions known or unknown.
- Unknown permits, fees, or processes required by local or oversight jurisdiction and/or utilities
- Repair or replacement of defective mechanical, electrical, or controls equipment, except the equipment described in the FIM description (Johnson Controls will identify the location of defective equipment and notify the Hattiesburg).

Fluid Coolers Replacement

Demolition and Removal Work

1. Disconnect, remove and properly dispose of condenser piping to nearest isolation valves or as required for new installation.
2. Disconnect, remove and properly dispose of other materials or debris related to the demolition.
3. Disconnect and secure EMCS connections.
4. Disconnect and secure electrical connections to the fluid coolers.
5. Disconnect, remove and properly dispose of two (2) existing fluid coolers.

New Installation Work

1. Furnish and install two (2) new fluid coolers
    a. Size , 450 kBtu/hr each
    b. 1 Cell each.
    c. Fan HP 7.5 HP Power 208 volts
    d. VSD w/ NEMA 3R enclosure
    e. Type forced draft closed circuit fluid cooler.
2. Each new fluid cooler shall be located in the existing location with piping extended as required for re-connection to existing piping.
3. Reconnect condenser piping to the new fluid coolers. Match existing pipe size.
4. Insulate new piping, valves and fittings to match existing.
5. Reuse existing piping, pipe fittings, pipe hangers, isolation valves, strainers, check valves, thermal wells, and pressure sensor wells where feasible.
6. Flush new water pipe and bleed air from the system.
7. Provide startup, verification, and check-out per the Manufacturer's recommendations.

Water *Source Heat Pump Replacements*

Unit	Floor	Unit Type *	Manuf.	Model #	Discharge	Return	Cooling Tonnage	Elec.
HP2	1	1	FHP	FMV 42 3	Top	Left	3.5	208/3
HP3	1	1	FHP	FMV 42 3	Top	Right	3.5	208/3
HP5	1	1	FHP	FMV 42 3	Top	Left	3.5	208/3
HP9	2	1	FHP	EMV 27 1	Top	Left	2.3	208/3
HP10	2	1	FHP	EMV 23 1	Top	Right	1.9	208/3

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[redacted]

Schedule 1

Unit	Floor	Unit Type *	Manuf.	Model #	Discharge	Return	Cooling Tonnage	Elec.
HP11	2	1	FHP	EMV 52 3	Top	Left	4.3	208/3
HP12	2	2	FHP	EMV 62 3	Top	Right	5.2	208/3
HP16	3	3	FHP	EMH 27-1	End	Right	2.3	208/3

* Type 1: Vertical Water Source Heat Pump Ducted Return

Type 2: Vertical Water Source Heat Pump Open Return

Type 3: Horizontal Ceiling Mount Water Source Heat Pump Ducted Return

Demolition and Removal Work

1. Safely disconnect and secure existing electrical connections for outdoor units and associated air handling units.
2. Safely disconnect and secure for reuse existing thermostat and/or Energy Management System (EMCS) connections.
3. Safely disconnect and secure for reuse smoke alarms and other life safety devices connected to the unit.
4. Recover and dispose of refrigerant according to state and local codes at time of contract execution.
5. Remove existing units defined in the table above and dispose of properly.
6. Safely disconnect and secure for reuse equipment from existing ducting, condensate drain piping and natural gas piping.
7. Temporarily seal or cap disconnected utilities.

New Installation Work

1. Furnish and install new equipment per table above
    a. Nominal capacities shall be per the table above.
    b. Minimum 13.0 SEER or 11.1 EER at AHRI 340/360 conditions.
    c. Heat pumps units shall have a minimum Coefficient of Performance (COP) of 3.2 for heating
2. Installation to be performed in accordance with mechanical, electrical, fire, local, state and national installation and operational codes at time of contract execution.
3. Reconnect equipment to existing ducting, installing transition ductwork as required. New ductwork to be insulated to match existing.
4. Reconnect equipment to existing condensate drain piping.
5. Reconnect equipment to existing natural gas piping.
6. Any required flashing and roof work to be performed by the roofing bond holder, under this subcontract.
7. Properly reinstall insulation after demolition.
8. Reconnect equipment to existing electrical power wiring, reusing equipment starter.
9. Furnish and install new electrical disconnect or use existing electrical disconnect if in sufficient condition for reuse.
10. Re-install existing smoke detectors and life safety devices on impacted equipment.
11. Re-connect existing thermostat conductors.
12. Provide startup, verification, and check-out per the Manufacturer's recommendations.
13. Provide a total of four (4) hours of training on basic unit operation.

Exclusions

- Repair or upgrades required to bring adjacent electrical and mechanical systems up to code.
- Unless otherwise specified, water and air test and balance report
- Existing building ventilation and indoor air quality deficiencies
- Temporary cooling or heating
- Duct Cleaning

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- Engineering services, studies, and analysis associated with any exclusions or work clearly outside of the scope definition
- Resolution of existing design, service, and or distribution conditions known or unknown.
- Unknown permits, fees, or processes required by local or oversight jurisdiction and/or utilities
- Repair or replacement of defective mechanical, electrical, or controls equipment, except the equipment described in the FIM description (Johnson Controls will identify the location of defective equipment and notify the Hattiesburg).

Building Envelope Improvements

1. Furnish and install the following building envelope improvements.

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Facility Name	Location in Facility	Room Type	Existing Description	Upgraded Code	Upgraded Code Description	Quantity (Existing)	Length (ft)	Height (ft)
City Hall Building	Main Floor	EN	Existing Door	RP VS7-SPEC-DS6-2	Replace Vertical Sweep-Special-Door Sweep	1	6.0	7.0
City Hall Building	Main Floor	O	Existing Window	AD SOL-SH-NEL-2	Add Solar Shades	6	4.1	9.0
City Hall Building	Main Floor	O	Existing Window	AD SOL-SH-SEL-2	Add Solar Shades	5	4.1	9.0
City Hall Building	Main Floor		Existing Window	AD SOL-SH-SEL-2	Add Solar Shades	5	4.1	9.0
City Hall Building	Main Floor	Stairwell	Existing Window	AD SOL-SH-SEL-2	Add Solar Shades	3	1.3	9.7
City Hall Building	Ground Floor	EN	Existing Door Penetration	RP WS19-6-VS7-SPEC-KN-DS6-6-AD-TH3-H	Replace Weatherstripping-Vertical Sweep-Kawneer-Door Sweep-Add Threshold	1	12.0	0.0
City Hall Building	Ground Floor	C	Existing Window	AD SOL-SH-SEL-1	Add Solar Shades	4	4.5	5.6
City Hall Building	Ground Floor	O	Existing Window	AD SOL-SH-SEL-1	Add Solar Shades	1	4.5	5.6
City Hall Building	Ground Floor	O	Existing Window	AD SOL-SH-SEL-1	Add Solar Shades	1	4.5	5.6
City Hall Building	Ground Floor	O	Existing Window	AD SOL-SH-SEL-1	Add Solar Shades	1	4.5	5.6

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Facility Name	Location in Facility	Room Type	Existing Description	Upgraded Code	Upgraded Code Description	Quantity (Existing)	Length (ft)	Height (ft)
City Hall Building	Ground Floor	EXIT	Existing Door Penetration	RP WS18-1-DS4-1-H	Replace Weatherstripping -Door Sweep	1	18.0	0.0
City Hall Building	Ground Floor	O	Existing Window	AD SOL-SH-EEL-1	Add Solar Shades	1	4.5	5.6
City Hall Building	Ground Floor	O	Existing Window	AD SOL-SH-EEL-1	Add Solar Shades	1	4.5	5.6
City Hall Building	Ground Floor	EN	Existing Door Penetration	RP WS17-6-DS3-2-H	Replace Weatherstripping -Door Sweep	1	20.0	0.0
City Hall Building	Ground Floor	O	Existing Window	AD SOL-SH-WEL-1	Add Solar Shades	1	3.3	5.3
City Hall Building	Ground Floor	O	Existing Window	AD SOL-SH-WEL-1	Add Solar Shades	1	3.3	5.3
City Hall Building	Ground Floor	O	Existing Window	AD SOL-SH-SEL-1	Add Solar Shades	1	4.5	5.6
City Hall Building	Main Floor		Existing Window	AD SOL-SH-EEL-2	Add Solar Shades	1	4.1	9.0
City Hall Building	Main Floor		Existing Window	AD SOL-SH-EEL-2	Add Solar Shades	1	4.1	9.0
City Hall Building	Main Floor	O	Existing Window	AD SOL-SH-SEL-2	Add Solar Shades	2	6.8	4.9
City Hall Building	Main Floor	O	Existing Window	AD SOL-SH-WEL-2	Add Solar Shades	2	3.3	5.0
City Hall Building	Main Floor	O	Existing Window	AD SOL-SH-WEL-2	Add Solar Shades	2	3.3	5.0
City Hall Building	Main Floor	O	Existing Window	AD SOL-SH-WEL-2	Add Solar Shades	2	3.3	5.0

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Facility Name	Location in Facility	Room Type	Existing Description	Upgraded Code	Upgraded Code Description	Quantity (Existing)	Length (ft)	Height (ft)
City Hall Building	Main Floor	O	Existing Window	AD SOL-SH-WEL-2	Add Solar Shades	1	3.3	5.0
City Hall Building	Main Floor	O	Existing Window	AD SOL-SH-NEL-2	Add Solar Shades	7	3.7	6.1
City Hall Building	Main Floor	O	Existing Window	AD SOL-SH-EEL-2	Add Solar Shades	2	4.2	5.3
City Hall Building	Second Floor	Stairwell	Existing Window	AD SOL-SH-SEL-3	Add Solar Shades	3	1.3	7.8
City Hall Building	Second Floor	O	Existing Window	AD SOL-SH-NEL-3	Add Solar Shades	6	4.2	7.7
City Hall Building	Second Floor		Existing Window	AD SOL-SH-NEL-3	Add Solar Shades	3	3.7	6.0
City Hall Building	Second Floor	O	Existing Window	AD SOL-SH-WEL-3	Add Solar Shades	7	3.0	7.6
City Hall Building	Second Floor	O	Existing Window	AD SOL-SH-NEL-3	Add Solar Shades	2	3.0	7.6
City Hall Building	Second Floor	O	Existing Window	AD SOL-SH-SEL-3	Add Solar Shades	5	4.1	7.6
City Hall Building	Second Floor	O	Existing Window	AD SOL-SH-SEL-3	Add Solar Shades	5	4.2	7.7
City Hall Building	Second Floor	O	Existing Window	AD SOL-SH-EEL-3	Add Solar Shades	1	7.7	7.7
City Hall Building	Second Floor		Existing Window	AD SOL-SH-NEL-3	Add Solar Shades	1	9.3	11.1
City Hall Building	Second Floor	O	Existing Window	AD SOL-SH-EEL-3	Add Solar Shades	1	4.2	11.1
City Hall Building	Second Floor	O	Existing Window	AD SOL-SH-EEL-3	Add Solar Shades	1	4.2	7.7

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Facility Name	Location in Facility	Room Type	Existing Description	Upgraded Code	Upgraded Code Description	Quantity (Existing)	Length (ft)	Height (ft)
City Hall Building	Second Floor	O	Existing Window	AD SOL-SH-EEL-3	Add Solar Shades	1	4.2	7.7

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Exclusions

1. The scope of work does not include painting.
2. The scope of work does not include the repair or installation of brick or other masonry materials/systems.
3. The scope of work does not include the repair or installation of window or door systems.
4. The scope of work does not include the repair or installation of any structural systems.
5. The scope of work does not include repair or adjustment of any springs or opening mechanisms.
6. The scope of work excludes repairs or upgrades to bring the existing systems up to code, including egress and American's with Disabilities Act (ADA) code compliance issues.

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FIM 3.4 Jackie Dole and Engineering Building HVAC Upgrades

Split System replacements

Table: Equipment List

Facility	Quantity	Type	Nominal Cooling Size
Jackie Dole Sherrill Community Center	2	Split System with Hot Water Heat	10 tons
Engineering Building	1	Split System with Gas Heat	7.5 tons*

*Existing Unit is 5 tons

Demolition and Removal Work

Safely disconnect and secure existing electrical connections for outdoor units and associated air handling units.
Safely disconnect and secure for reuse existing thermostat and/or Energy Management System (EMS) connections.
Safely disconnect and secure for reuse existing smoke alarms and other life safety devices connected to the unit.
Recover and dispose of refrigerant according to state and local codes at time of contract execution.
Remove existing units defined in the table above and dispose of properly.
Safely disconnect and secure for reuse equipment from existing ducting, condensate drain piping and natural gas piping.
Temporarily seal or cap disconnected utilities.

New Installation Work

1. Furnish and install new equipment per table above
    a. Nominal capacities shall be per the table above.
    b. Minimum 13.0 SEER or 11.1 EER at AHRI 340/360 conditions.
    c. Gas heating units shall have a minimum heating efficiency of 80%
2. Installation to be performed in accordance with mechanical, electrical, fire, local, state and national installation and operational codes at time of contract execution.
3. Reconnect equipment to existing ducting, installing transition ductwork as required. New ductwork to be insulated to match existing.
4. Reconnect equipment to existing condensate drain piping.
5. Reconnect equipment to existing natural gas piping.
6. Any required flashing and roof work to be performed by the roofing bond holder, under this subcontract.
7. Properly reinstall insulation.
8. Reconnect equipment to existing electrical power wiring, reusing equipment starter.
9. Furnish and install new electrical disconnect or use existing electrical disconnect if in sufficient condition for reuse.
10. Re-install existing smoke detectors and life safety devices.
11. Re-connect existing thermostat conductors.
12. Provide startup, verification, and check-out per the Manufacturer's recommendations.
13. Provide a total of four (4) hours of training on basic unit operation.

Exclusions

- Repair or upgrades required to bring adjacent electrical and mechanical systems up to code.
- Unless otherwise specified, water and air test and balance report
- Existing building ventilation and indoor air quality deficiencies
- Temporary cooling or heating

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- Duct Cleaning
- Engineering services, studies, and analysis associated with any exclusions or work clearly outside of the scope definition
- Resolution of existing design, service, and or distribution conditions known or unknown.
- Unknown permits, fees, or processes required by local or oversight jurisdiction and/or utilities
- Repair or replacement of defective mechanical, electrical, life safety and fire or controls equipment, except the equipment described in the FIM description (JCI will identify the location of defective equipment and notify the Customer).

Building Envelope Improvements

1. Furnish and install the following building envelope improvements.

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Facility Name	Location in Facility	Room Type	Existing Description	Upgraded Code	Upgraded Code Description	Quantity (Existing)	Length (ft)	Height (ft)
Jackie Dole Sherrill Community Ctr.	2	2ND FL	Existing Window	AD SOL-SH-WEL	Add Solar Shades	5	3.3	6.0
Jackie Dole Sherrill Community Ctr.	2	2ND FL	Existing Window	AD SOL-SH-SEL	Add Solar Shades	8	3.3	6.0
Jackie Dole Sherrill Community Ctr.	2	2ND FL	Existing Window	AD SOL-SH-EEL	Add Solar Shades	4	3.3	6.0
Jackie Dole Sherrill Community Ctr.	2	2ND FL	Existing Window	AD SOL-SH-NEL	Add Solar Shades	2	3.3	6.0
Jackie Dole Sherrill Community Ctr.	2	ROOF ACCESS	Existing Door	RP WS17-1-DS3-1	Replace Weatherstripping-Door Sweep	1	3.0	7.0
Jackie Dole Sherrill Community Ctr.	2	AT	Missing Insulation	AD BLO-CEL-IN-R19-VH	Add Blow Cellulose Insulation	1	72.0	40.0
Jackie Dole Sherrill Community Ctr.	2	AT	Existing Door Penetration	RP WS8-3-AP	Replace Weatherstripping-Access Panel	1	8.0	0.0
Jackie Dole Sherrill Community Ctr.	1	EN	Existing Door Penetration	RP VS7-2-DS6-2-H	Replace Vertical Sweep-Door Sweep	1	13.0	0.0
Jackie Dole Sherrill Community Ctr.	1	EN	Existing Door Penetration	RP WS6-SPEC-VS7-2-DS6-2-H	Replace Weatherstripping-Special-Vertical Sweep-Door Sweep	2	12.0	0.0
Jackie Dole Sherrill Community Ctr.	1	EXIT	Existing Door Penetration	RP WS6-SPEC-VS7-2-DS6-2	Replace Weatherstripping-Special-Vertical Sweep-Door Sweep	1	12.0	0.0

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Facility Name	Location in Facility	Room Type	Existing Description	Upgraded Code	Upgraded Code Description	Quantity (Existing)	Length (ft)	Height (ft)
Jackie Dole Sherrill Community Ctr.	1	K	Existing Door	RP WS17-1-DS3-1-H	Replace Weatherstripping-Door Sweep	1	3.0	7.0
Jackie Dole Sherrill Community Ctr.	1	EXIT	Existing Door	RP WS19-8-VS7-2-DS6-2-VH	Replace Weatherstripping-Vertical Sweep-Door Sweep	1	6.0	7.0
Jackie Dole Sherrill Community Ctr.	1	EXIT	Existing Door	RP WS19-6-VS7-2-DS6-2-H	Replace Weatherstripping-Vertical Sweep-Door Sweep	1	6.0	7.0
Jackie Dole Sherrill Community Ctr.	1	EN	Existing Door	RP WS19-8-VS7-2-DS6-2-VH	Replace Weatherstripping-Vertical Sweep-Door Sweep	1	6.0	7.0
Jackie Dole Sherrill Community Ctr.	1	Basement	Existing Door	RP WS17-1-DS3-1	Replace Weatherstripping-Door Sweep	1	3.0	7.0
Engineering Building	1st and Second Floor	NA	Existing Window	AD SOL-SH-WEL	Add Solar Shades	Existing Quantity of Exterior Windows	NA	NA

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Exclusions

1. The scope of work does not include painting.
2. The scope of work does not include the repair or installation of brick or other masonry materials/systems.
3. The scope of work does not include the repair or installation of window or door systems.
4. The scope of work does not include the repair or installation of any structural systems.
5. The scope of work does not include repair or adjustment of any springs or opening mechanisms.
6. The scope of work excludes repairs or upgrades to bring the existing systems up to code, including egress and American's with Disabilities Act (ADA) code compliance issues.

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FIM 4.1 Water Treatment Plant Controls Upgrade

JCI will provide equipment, materials, labor, supervision, and engineering necessary for the installation of the Work as specified in the scope below.

Water Treatment Plant 1

Well Water Pumps (WWP)

1. WWP-2
   a. JCI will remove the existing part winding motor starters and replace with a new 150HP, solid state motor starter (SSS) JCI will remove existing timers and relays associated with the existing part winding motor starters and leave with the Customer as surplus material. JCI will provide the interface circuitry between the existing remote telemetry unit (RTU) panel and the new solid state motor starter. The motor sizes are listed in the table below.

2. WWP-3, WWP-4, WWP-5
   a. JCI will remove the existing part winding motor starter panels and replace with a new solid state motor starter (SSS) panel (NEMA 3R Enclosure) for the well water pumps defined below. JCI leave existing panel with Customer as surplus. JCI will provide the interface circuitry between the existing remote telemetry unit (RTU) panel and the new solid state motor starter. The motor sizes are listed in the table below.

Well Water Pump (WWP)	Motor Size
WWP-3	150 hp
WWP-4	100 hp
WWP-5	125 hp

3. JCI will remove the existing RS485 copper communications cable between the central telemetry unit (CTU) panel and four (4) remote well panels and replace with fiber optic communication cable. JCI will provide and install fiber optics patch panels, patch cords, and media converters at the CTU and each of the remote RTU panels. JCI shall have the ability to abandon existing wiring and conduit in place, if not needed for new installation.

Service Pump Variable Frequency Drives

1. JCI will remove the existing part winding service pump (SP) motor starters from the existing motor control center (MCC) and replace with variable frequency drives (VFDs). JCI shall reuse the service pump motor leads. Variable frequency drive sizes are listed in the table below.

Service Pump (SP)	VFD Size
SP-1	75 hp
SP-2	75 hp
SP-3	125 hp
SP-4	125 hp

2. JCI will modify the existing MCC sections 2 and 3 to provide room in each section for a 175 amp, 3-pole circuit breaker, phase monitor, surge suppression device, line reactor, 75 HP VFD, control power transformer, and thermostatically controlled 10" cooling fan. The MCC sections will have new exterior doors and identification labels for Service Pump No.1 and Service Pump No.2. Load reactors will be supplied if required.
3. JCI will provide and install a new two (2) section MCC (60" wide) to be installed in the location of the existing air compressor. Each of the MCC sections will include a 225 amp, 3-pole circuit breaker, phase monitor, surge suppression device, line reactor, 125 HP VFD, control power transformer, and

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thermostatically controlled 10" cooling fan. The MCC sections will be labeled "Service Pump No.3" and "Service Pump No.4". The existing air compressor and associated equipment will be removed and relocated by the Customer. Load reactors will be supplied if required.

4. JCI will modify existing MCC sections 4, units 3 and 4, to house a new 400 amp, 3-pole circuit breaker to feed the new service pumps 3 and 4 MCC sections. This MCC unit will be labeled "Service Pumps #3 and #4 Feeder".
5. Sequence of Operations: A new sequence of operations shall be implemented to control number of high service pumps and their respective VFD speed to maintain a constant discharge pressure of 45 psi.

Sand Filter System

1. JCI will replace the existing PLC. The existing programming will be moved from the existing PLC to the new PLC. The transfer does not include services to modify the program from its original function. Updates or software enhancements by the original manufacturer, or others, are not included. Updates to accommodate new functionality of new instruments is not included.
    a. New PLC shall be located in the CTU MCC.
    b. JCI will provide interface circuitry between the existing Leopold Filter console and the new PLC controller.
    c. JCI will replace the following sand filter instrumentation:
        - six (6) turbidity meters
        - six (6) level transmitters
        - six (6) "loss of head" meters.
2. JCI will install one backwash line from discharge header of service pumps to sand filter backwash supply header. JCI will blank off the two (2) existing discharge lines from the elevated backwash tanks. JCI will furnish and install one (1) new backwash flow meter.
3. JCI will furnish and install eight (8) new actuators to replace eight (8) existing faulty actuators.
    a. Qty 4 – Filter to Drain #1,3,4,6
    b. Qty 1 – Drain #4
    c. Qty 2 – Effluent #1,2
    d. Qty 1 – Drain to Waste
4. JCI will provide programming to the SCADA system for new backwash line control.
5. JCI will map sand filter control points to the SCADA system for sand filter automation.

Lime Feeders

1. JCI will provide and install two (2) lime feeders of dry feeder/slime slurry type.
2. JCI will connect outputs from the lime feeders to the existing SCADA system
3. JCI will provide programming for:
    a. Start/Stop
    b. Feed rate

Fluoride Injection Equipment

1. JCI will provide and install one (1) new fluoride injector
2. JCI will connect system to existing SCADA system
3. JCI will provide programming for:
    a. Start/Stop
    b. Feed rate

Chlorine Metering Valve

1. JCI will provide and install one (1) chlorine metering valve
2. JCI will connect units to existing SCADA system
3. JCI will provide programming for:

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a. Valve operation
b. Feed rate

SCADA

1. JCI will remove and dispose the existing central telemetry unit (CTU).
   a. JCI will remove any unused wiring and conduit.
2. JCI will and provide and install one (1) new ICL-Shasta model CTU.
3. JCI will provide graphics for the following.
   a. overall plant layout
   b. one for each well site
   c. one for all service pumps
   d. one for Lime/Fluoride/Chlorine System
   e. one for filter system
   f. access to existing remote sites (water wells, booster stations, elevated tanks, and lift stations).
4. JCI will add basic programming logic to allow the four remote wells to operate in a lead/lag/alternating fashion based on the clearwell level.
5. JCI will add basic programming logic to allow the new chemical feed systems (chlorine, lime, and fluoride) to be paced based on the number of wells operating.
6. JCI shall ensure that pH and chlorine residual are mapped to the new SCADA system.
   a. Alarm functions shall be provided.
7. Furnish and install a new 30" wide MCC section in place of the existing graphics console to house the new hardware described above.
   a. Demolish the existing graphics console after installation

Water Treatment Plant 2

Well Water Pump

1. JCI will remove the existing part winding motor starter and replace with a new solid state motor starter (SSS) panel. JCI will leave the existing panel with Customer as surplus material. JCI will provide the interface circuitry between the existing Water Treatment Plant SCADA system and the new solid state motor starter. The motor size is listed in the table below.

Well Water Pump (WWP)	Motor Size
WWP-5	100 hp

Service Pump Variable Frequency Drives

1. JCI will remove the existing solid state and reduced voltage auto-transformer service pump (SP) motor starters from the existing motor control center (MCC) and replace with variable frequency drives (VFDs). JCI will reuse existing service pump motor leads. Variable frequency drive sizes are listed in the table below.

Service Pump (SP)	VFD Size
SP-1	75 hp
SP-2	150 hp
SP-3	150 hp
SP-4	150 hp

2. JCI will modify the existing Service Pump No.1 MCC section 4B to provide room for a phase monitor, surge suppression device, line reactor, 75 HP VFD, control power transformer, and

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thermostatically controlled 10" cooling fan. The MCC section will utilize the existing exterior door, identification label, circuit breaker and fuses. A load reactor will be supplied if required.

3. JCI will modify the existing MCC sections 2A (Service Pump No.2), 3A (Service Pump No.3), and the free standing Service Pump No.4 enclosure to provide room in each section for a phase monitor, surge suppression device, line reactor, 150 HP VFD, load reactor, control power transformer, and thermostatically controlled 10" cooling fan. The MCC sections will utilize the existing exterior doors, identification labels, circuit breakers, and fuses. Load reactors will be supplied if required.
4. Sequence of Operations: A new sequence of operations shall be implemented to control number of high service pumps and their respective VFD speed to maintain a constant discharge pressure of 70 psi.

Lime Feeders

1. JCI will provide and install one (1) lime feeders of dry feeder/slime slurry type.
2. JCI will connect outputs from the lime feeders to the existing SCADA system
3. JCI will provide programming for:
    a. Start/Stop
    b. Feed rate

Fluoride Injection Equipment

1. JCI will provide and install one (1) new fluoride injector
2. JCI will connect system to existing SCADA system
3. JCI will provide programming for:
    a. Start/Stop
    b. Feed rate

Chlorine Metering Valve

1. JCI will provide and install one (1) chlorine metering valve
2. JCI will connect units to existing SCADA system
3. JCI will provide programming for:
    a. Open/Close
    b. Pacing Signal

SCADA Upgrades

1. JCI will remove and dispose the existing central telemetry unit (CTU).
    a. JCI will remove any unused wiring and conduit.
2. JCI will and provide and install one (1) new ICL-Shasta model CTU to be located in the existing console.
3. JCI will install graphics for the water plant equipment.
    a. overall plant layout
    b. one for each well site
    c. one for all service pumps
    d. one for Lime/Fluoride/Chlorine System
    e. one for filter system
    f. access to existing remote sites (water wells, booster stations, elevated tanks, and lift stations).
4. JCI will add basic programming logic to allow the four remote wells to operate in a lead/lag/alternating fashion based on the clearwell level.
5. JCI will add basic programming logic to allow the new chemical feed systems (chlorine, lime, and fluoride) to be paced based on the number of wells operating.
6. JCI shall ensure that pH and chlorine residual are mapped to the new SCADA system.

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   a. Alarm functions shall be provided.
7. Modifications shall include software and programming updates to modify the existing HMI to provide graphical representation of the wells, clearwell, chemical equipment (Lime/Fluoride/Chlorine), service pumps, filters, local system pressure, and influent/effluent flow rates.
8. Control Console Upgrades
   a. JCI will replace the existing well and high service pump selector switches and pilot lights with new CSI model SC101E simplex motor controllers. The new controllers will be mounted on an anodized aluminum plate that will be installed on the face of the existing control console in the location of the existing controls. The new motor controllers shall provide manual-off-automatic operation of the motors as well as visual indication for "called", "running", and "failed".

Lift Station Control Upgrade

1. JCI will provide retrofit RTU panels for 29 selected lift stations in order to provide the same level of monitoring and control as currently available with the existing SCADA system/HMI. The retrofit RTU panels will contain the necessary licensed VHF radio telemetry equipment and accessories along with a CSI duplex pump controller with built-in lift station analyzer/RTU. JCI will reuse the existing pump(s) circuit breakers and starters.
   a. JCI will provide and install a radio mast/pole and VHF antenna at twenty-nine (29) lift stations.
      i. JCI will provide an additional radio frequency for these additional sites.
   b. Lift Stations will be connected to the existing SCADA system.
   c. JCI shall provide estimated flow to each of the above duplex lift stations and map to the SCADA system.
   d. Utilize existing mounting racks where suitable for new RTU panel installation
2. JCI will furnish and install a retrofit solid state starter (SSS) panel for each of the lift stations defined below. The new solid state starters will be installed in NEMA 3R enclosures with control relays.

No. of Stations	Station/Motor Description	Pumps per Station	Number of Pumps
4	5hp, 240 volt, 3 phase Duplex Stations	2	8
7	7.5hp, 240 volt, 3 phase Duplex Stations	2	14
4	10hp, 240 volt, 3 phase Duplex Stations	2	8
2	20hp, 240 volt, 3 phase Duplex Stations	2	4
1	15hp, 480 volt, 3 phase Quadraplex Station	4	4
1	7.5hp, 240 volt, 3 phase Simplex Station	1	1
1	5hp, 240 volt, 3 phase Simplex Station	1	1
3	50hp, 480 volt, 3 phase Triplex Stations	3	9
1	2hp, 240 volt, 3 phase Simplex Station	1	1
2	15hp, 240 volt, 3 phase Duplex Stations	2	4
1	30hp, 240 volt, 3 phase Duplex Station	2	2
1	40hp, 240 volt, 3 phase Duplex Station	2	2
1	15hp, 480 volt, 3 phase Duplex Station	2	2
1	20hp, 480 volt, 3 phase Duplex Station	2	2
1	50hp, 480 volt, 3 phase Duplex Station	2	2
1	3hp, 240 volt, 3 phase Duplex Station	2	2
4	2hp, 240 volt, 3 phase Duplex Stations	2	8

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No. of Stations	Station/Motor Description	Pumps per Station	Number of Pumps
1	50hp, 480 volt, 3 phase Quadraplex Station	4	4
1	3.7hp, 240 volt, 3 phase Duplex Station	2	2
Totals	38 lift stations	80 pumps	

ECM 4.1 Exclusions:

1. Changes that are required as the result of code, manufacturer requirements, or obsolescence will be implemented based on negotiation of a scope, cost, and schedule.
2. Existing faulty actuators at Plant 1 unless included in the scope above.
3. Replacement of any pumps or motors.

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FIM 4.2 Water Conservation

JCI will provide equipment, materials, labor, supervision, and services necessary for the Work described below:

- Furnish and install up to five-thousand sixty-six (5,066) Itron Leak Sensors
  - Leak sensors that cannot be installed shall be left with the Customer as spare parts
- Furnish and install Leak Sensor Mounting Brackets for 1.5" and 2" pipes where required
- Furnish one (1) WaterPoint PLD Ground Microphone
- Furnish one (1) Vivax-Metrotech HL 6000X-PC correlation system that consists of two (2) radio transmitters, two (2) sensors, computer software, and case.
- Furnish two (2) Vivax-Metrotech PamHydro-2 hydrophones
  - Furnish and install Itron MVRS Software; provide software support for one (1) year (Customer to contract directly with the supplier after the first year)
- Furnish one (1) Itron FC300 SR Handheld Computer, one (1) A/C power cord, one (1) A/C power supply, and one (1) interface cable.
- Furnish one (1) Itron MC3 Mobile Collector with laptop computer.
  - This computer shall also be utilized for Itron MVRS software use and Vivax-Metrotech leak noise correlators
- Furnish one (1) Itron MC3 Portability Kit
- Furnish Itron mlogonline hosting services for up to five-thousand sixty-six (5,066) Itron Leak Sensors for one (1) year (Customer to contract directly with the supplier after the first year).
  - Itron Project Services to setup the Itron mlogonline
- One (1) year of annual maintenance for the VivaxMetrotech leak noise correlation system (Customer to contract directly with the supplier after the first year).
- Provide three (3) days of onsite training in the installation and operation of the Itron automated leak detection system hardware and software, Vivax-Metrotech leak noise correlators, and WaterPoint PLD ground microphone.

The Customer is responsible for making any repairs to its distribution system that are identified by the leak detection system in order to achieve the benefits described in Schedule 2. It is expressly understood that the costs associated with the potential repairs identified by the automated leak detection system shall be borne by the Customer and are not included within the scope of this Agreement, other than amounts that have been included as Customer Controlled Contingency funds in Schedule 4.

Exclusions:

- Repair or replacement of damaged or missing valve box or meter can lids
- Repair or replacement of damaged or broken valve or meter boxes
- Raising or lowering of valve or meter boxes
- Correcting faulty plumbing
- Correcting deficiencies within the existing AMR system
- Turning water on or off, as this is not required to perform the leak sensor installation Work

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FIM 5.1 Solar Photovoltaic System

New Installation Work

1. Provide and install 24 thin-film solar PV modules on the Engineering Building roof.
    - Modules will be Stion STO-150A rated at 150W ea.
    - Panel Claw Polar Bear II racking system or equivalent.
    - Modules to be tilted at 10° and an azimuth angle of 44°.
2. Connect modules by wiring in 4 strings of 6 modules each.
3. Provide and install one 3000 W inverter.
    - Sunny Boy 3000TL or equivalent.
    - Minimum of 97% peak efficiency.
4. Connect system to existing electrical service at Engineering Building.
5. Provide and install two (2) car charging stations.

Exclusions

1. Repair or replacement of defective electrical equipment, including the electrical distribution system. Johnson Controls will identify the location of defective equipment and notify the owner.
2. Repair or upgrades required to bring the electrical systems up to code.
3. Temporary power
4. Resolution of existing design, service, and or distribution conditions known or unknown.

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EXHIBIT B

PROPOSALS RECEIVED FROM THE BANKS

Date: January 13, 2016

To: Barry Friedman, President
Friedman, Luzzato & Co.
14755 Preston Road, Suite 515
Dallas, TX 75254
Tel: 888-325-4201
Email: barryf@fl-co.com

Art Brickey, Senior Vice President
Friedman, Luzzato & Co.
14755 Preston Road, Suite 515
Dallas, TX 75254
Tel: 888-325-4201
Email: art@fl-co.com

Re: Lease Purchase Agreement for
City of Hattiesburg, MS
Energy Services Performance Contract

From: Tasha Barreau, Vice President
U.S. Bancorp Government Leasing & Finance, Inc.
950 17th St., 7th Floor
Denver, CO 80202
Tel: 303-585-4053 or 303-330-4160
Email: tasha.barreau@usbank.com

usbancorp

All of us serving you®

Government Leasing and Finance

January 13, 2016

City of Hattiesburg, Mississippi

At your request, U.S. Bancorp Government Leasing and Finance, Inc. ("USBGLF") has prepared for your consideration the following proposal for financing ("Proposal"). **This is only a proposal and does not represent a commitment by U.S. Bancorp Government Leasing and Finance, Inc.**

Customer:	**City of Hattiesburg, Mississippi**						
Lessor:	**U.S. Bancorp Government Leasing and Finance, Inc.**						
PROPERTY:	**JCI EPC**						
EXPIRATION:	**March 7, 2016, see attached index for thereafter**						
LEASE QUOTE:	**Amount**	**Rate**	**Payments**	**Factor**	**Pmts / Year**	**Term**	**Adv. / Arr.**
Option A:	**7,528,000.00**	**2.75%**	**$316,875.69**	**.042093**	**2**	**15.5 years**	**Custom**
Option B:	**7,528,000.00**	**2.587%**	**$313,270.94**	**.041614**	**2**	**15.5 years**	**Custom**

Notes: There are no fees associated with this offer including the establishment and use of a U.S. Bank N.A. escrow account should one be required. Option A: The interest rate includes a custom prepayment provision where the district may not prepay for the first 5 years, but may then prepay at no penalty thereafter (as requested in the bid). Option B: Alternative Offer, may prepay in whole at any payment date for 103% of the remaining principal balance. See both amortization schedules attached. Both options include an interest only payment due 1 year from closing.

The Lease will be structured as a tax-exempt municipal lease, with title in the Lessee's name and USBGLF holding a security interest in the equipment during the term. The lease is "triple-net" with the Lessee responsible for taxes, maintenance and insurance. Documentation will be provided by USBGLF, including (i) standard representations, warranties and covenants by the Lessee pertaining to the accuracy of information, organization, authority, essential use, compliance with laws, pending legal action, location and use of collateral, insurance, financial reporting and financial covenants; and (ii) standard USBGLF provisions pertaining to events of default and remedies available upon default. This offer is subject to the execution of all documentation by the Lessee within a reasonable time and in form and substance acceptable to Lessee, USBGLF and USBGLF's counsel, including terms and conditions not outlined in this Proposal.

This Proposal is conditioned on there being no material adverse change in the financial condition of the Lessee. Additionally, the terms and conditions outlined herein are subject to final review and approval (including collateral and essential use review) by USBGLF's business, legal, credit, and equipment risk management personnel.

Sincerely,

Tasha Barreau

Tasha Barreau
Vice President
U.S. Bancorp Government Leasing & Finance, Inc.
Phone: 303-585-4053/303-330-4160
Email: tasha.barreau@usbank.com

ACCEPTANCE:
By accepting this Proposal, Lessee acknowledges that **this Proposal does not represent a commitment to provide financing** but only outlines general terms and conditions of the USBGLF's financing program currently available to qualified lessees.

ACCEPTED BY:

_____
Name / Title

dated: _____

Payment Schedules

Assumes an February 5, 2016 Lease Commencement

Option A:

	Date	Payment	Interest	Principal	Balance
Loan	2/5/2016				7,528,000.00
1	2/5/2017	209,649.35	209,649.35	0.00	7,528,000.00
2	8/5/2017	316,875.69	104,104.84	212,770.85	7,315,229.15
3	2/5/2018	316,875.69	101,162.43	215,713.26	7,099,515.89
4	8/5/2018	316,875.69	98,179.33	218,696.36	6,880,819.53
5	2/5/2019	316,875.69	95,154.97	221,720.72	6,659,098.81
6	8/5/2019	316,875.69	92,088.79	224,786.90	6,434,311.91
7	2/5/2020	316,875.69	88,980.21	227,895.48	6,206,416.43
8	8/5/2020	316,875.69	85,828.64	231,047.05	5,975,369.38
9	2/5/2021	316,875.69	82,633.49	234,242.20	5,741,127.18
10	8/5/2021	316,875.69	79,394.15	237,481.54	5,503,645.64
11	2/5/2022	316,875.69	76,110.01	240,765.68	5,262,879.96
12	8/5/2022	316,875.69	72,780.46	244,095.23	5,018,784.73
13	2/5/2023	316,875.69	69,404.86	247,470.83	4,771,313.90
14	8/5/2023	316,875.69	65,982.58	250,893.11	4,520,420.79
15	2/5/2024	316,875.69	62,512.98	254,362.71	4,266,058.08
16	8/5/2024	316,875.69	58,995.39	257,880.30	4,008,177.78
17	2/5/2025	316,875.69	55,429.16	261,446.53	3,746,731.25
18	8/5/2025	316,875.69	51,813.61	265,062.08	3,481,669.17
19	2/5/2026	316,875.69	48,148.06	268,727.63	3,212,941.54
20	8/5/2026	316,875.69	44,431.82	272,443.87	2,940,497.67
21	2/5/2027	316,875.69	40,664.19	276,211.50	2,664,286.17
22	8/5/2027	316,875.69	36,844.46	280,031.23	2,384,254.94
23	2/5/2028	316,875.69	32,971.90	283,903.79	2,100,351.15
24	8/5/2028	316,875.69	29,045.79	287,829.90	1,812,521.25
25	2/5/2029	316,875.69	25,065.39	291,810.30	1,520,710.95
26	8/5/2029	316,875.69	21,029.94	295,845.75	1,224,865.20
27	2/5/2030	316,875.69	16,938.68	299,937.01	924,928.19
28	8/5/2030	316,875.69	12,790.85	304,084.84	620,843.35
29	2/5/2031	316,875.69	8,585.65	308,290.04	312,553.31
30	8/5/2031	316,875.69	4,322.38	312,553.31	0.00
Grand Totals		9,399,044.36	1,871,044.36	7,528,000.00	

Option B:

Date	Payment	Interest	Principal	Balance	Prepayment Balance
2/5/2016				7,528,000.00	
2/5/2017	197,075.19	197,075.19	0.00	7,528,000.00	
8/5/2017	313,270.94	97,901.00	215,369.94	7,312,630.06	7,532,008.96
2/5/2018	313,270.94	95,100.13	218,170.81	7,094,459.25	7,307,293.03
8/5/2018	313,270.94	92,262.84	221,008.10	6,873,451.15	7,079,654.68
2/5/2019	313,270.94	89,388.65	223,882.29	6,649,568.86	6,849,055.93
8/5/2019	313,270.94	86,477.08	226,793.86	6,422,775.00	6,615,458.25
2/5/2020	313,270.94	83,527.64	229,743.30	6,193,031.70	6,378,822.65
8/5/2020	313,270.94	80,539.85	232,731.09	5,960,300.61	6,139,109.63
2/5/2021	313,270.94	77,513.20	235,757.74	5,724,542.87	5,896,279.16
8/5/2021	313,270.94	74,447.19	238,823.75	5,485,719.12	5,650,290.69
2/5/2022	313,270.94	71,341.31	241,929.63	5,243,789.49	5,401,103.17
8/5/2022	313,270.94	68,195.04	245,075.90	4,998,713.59	5,148,675.00
2/5/2023	313,270.94	65,007.85	248,263.09	4,750,450.50	4,892,964.02
8/5/2023	313,270.94	61,779.20	251,491.74	4,498,958.76	4,633,927.52
2/5/2024	313,270.94	58,508.58	254,762.36	4,244,196.40	4,371,522.29
8/5/2024	313,270.94	55,195.41	258,075.53	3,986,120.87	4,105,704.50
2/5/2025	313,270.94	51,839.16	261,431.78	3,724,689.09	3,836,429.76
8/5/2025	313,270.94	48,439.26	264,831.68	3,459,857.41	3,563,653.13
2/5/2026	313,270.94	44,995.15	268,275.79	3,191,581.62	3,287,329.07
8/5/2026	313,270.94	41,506.25	271,764.69	2,919,816.93	3,007,411.44
2/5/2027	313,270.94	37,971.97	275,298.97	2,644,517.96	2,723,853.50
8/5/2027	313,270.94	34,391.73	278,879.21	2,365,638.75	2,436,607.91
2/5/2028	313,270.94	30,764.93	282,506.01	2,083,132.74	2,145,626.72
8/5/2028	313,270.94	27,090.96	286,179.98	1,796,952.76	1,850,861.34
2/5/2029	313,270.94	23,369.22	289,901.72	1,507,051.04	1,552,262.57
8/5/2029	313,270.94	19,599.07	293,671.87	1,213,379.17	1,249,780.55
2/5/2030	313,270.94	15,779.89	297,491.05	915,888.12	943,364.76
8/5/2030	313,270.94	11,911.05	301,359.89	614,528.23	632,964.08
2/5/2031	313,270.94	7,991.89	305,279.05	309,249.18	318,526.66
8/5/2031	313,270.94	4,021.76	309,249.18	0.00	-
Grand Totals	9,281,932.45	1,753,932.45	7,528,000.00		

REQUEST FOR FINANCING BID
For
City of Hattiesburg, Mississippi
Energy Services Performance Contract

Bid Form

Lease Amount: $7,528,000

Rate of Interest Per Annum: 2.75 % Alternate offer : 2.587%

Escrow Fee: $ Ø

List Additional Costs: None

Attach Payment Schedule based on a lease commencement date of February 5, 2016, with a Principal Amount of $7,528,000, with 29 semi-annual level payments for a fifteen and one-half year (15.5) term beginning August 5, 2017 and ending on August 5, 2031, including a 5 year prepayment option.

For informational purposes list total interest cost and all inclusive rate although Lessee calculation will control.

Total Interest Cost $ 1,971,049.36 Alternate offer Total Interest: $ 1,753,932.45

All Inclusive Rate: 2.75 % All Inclusive Rate 2.587%

Bidder's Name: U.S. Bancorp Government Leasing & Finance, Inc.

Address: 950 17th St, 7th Floor
Denver, CO 80202

Phone Number: 303-585-4053 or 303-330-4160

E-mail Address: tobra.burreau@usbank.com

Signature:

Title: VP

REQUEST FOR FINANCING BID
For
City of Hattiesburg, Mississippi
Energy Services Performance Contract

Bid Form

Lease Amount: $7,528,000

Rate of Interest Per Annum: 2.81 %

Escrow Fee: $ 1,000.00

List Additional Costs: $0

Attach Payment Schedule based on a lease commencement date of February 5, 2016, with a Principal Amount of $7,528,000, with 29 semi-annual level payments for a fifteen and one-half year (15.5) term beginning August 5, 2017 and ending on August 5, 2031, including a 5 year prepayment option.

For informational purposes list total interest cost and all inclusive rate although Lessee calculation will control.

Total Interest Cost $ 1,950,376.82

All Inclusive Rate: 2.811 %

Bidder's Name: Hancock Bank - Jonathan King

Address: 2510 14th St.
Gulfport, MS 39501

Phone Number: 228-563-5709

E-mail Address: Jonathan.King@HancockBank.com

Signature: Jonathan King

Title: VP

City of Hattiesburg, MS LP Series 2016
2.81%, 29 Semi-Annual Payments
Energy Efficiency Lease

Compound Period ..... : Semiannual

Nominal Annual Rate .... : 2.810 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	02/05/2016	7,528,000.00	1		
2	Payment	08/05/2017	326,840.58	29	Semiannual	08/05/2031

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	02/05/2016				7,528,000.00
2016 Totals		0.00	0.00	0.00	
1	08/05/2017	326,840.58	321,784.22	5,056.36	7,522,943.64
2017 Totals		326,840.58	321,784.22	5,056.36	
2	02/05/2018	326,840.58	105,697.36	221,143.22	7,301,800.42
3	08/05/2018	326,840.58	102,590.30	224,250.28	7,077,550.14
2018 Totals		653,681.16	208,287.66	445,393.50	
4	02/05/2019	326,840.58	99,439.58	227,401.00	6,850,149.14
5	08/05/2019	326,840.58	96,244.60	230,595.98	6,619,553.16
2019 Totals		653,681.16	195,684.18	457,996.98	
6	02/05/2020	326,840.58	93,004.72	233,835.86	6,385,717.30
7	08/05/2020	326,840.58	89,719.33	237,121.25	6,148,596.05
2020 Totals		653,681.16	182,724.05	470,957.11	
8	02/05/2021	326,840.58	86,387.77	240,452.81	5,908,143.24
9	08/05/2021	326,840.58	83,009.41	243,831.17	5,664,312.07
2021 Totals		653,681.16	169,397.18	484,283.98	
10	02/05/2022	326,840.58	79,583.58	247,257.00	5,417,055.07
11	08/05/2022	326,840.58	76,109.62	250,730.96	5,166,324.11
2022 Totals		653,681.16	155,693.20	497,987.96	
12	02/05/2023	326,840.58	72,586.85	254,253.73	4,912,070.38
13	08/05/2023	326,840.58	69,014.59	257,825.99	4,654,244.39
2023 Totals		653,681.16	141,601.44	512,079.72	
14	02/05/2024	326,840.58	65,392.13	261,448.45	4,392,795.94
15	08/05/2024	326,840.58	61,718.78	265,121.80	4,127,674.14
2024 Totals		653,681.16	127,110.91	526,570.25	

City of Hattiesburg, MS LP Series 2016
2.81%, 29 Semi-Annual Payments
Energy Efficiency Lease

	Date	Payment	Interest	Principal	Balance
16	02/05/2025	326,840.58	57,993.82	268,846.76	3,858,827.38
17	08/05/2025	326,840.58	54,216.52	272,624.06	3,586,203.32
2025 Totals		653,681.16	112,210.34	541,470.82	
18	02/05/2026	326,840.58	50,386.16	276,454.42	3,309,748.90
19	08/05/2026	326,840.58	46,501.97	280,338.61	3,029,410.29
2026 Totals		653,681.16	96,888.13	556,793.03	
20	02/05/2027	326,840.58	42,563.21	284,277.37	2,745,132.92
21	08/05/2027	326,840.58	38,569.12	288,271.46	2,456,861.46
2027 Totals		653,681.16	81,132.33	572,548.83	
22	02/05/2028	326,840.58	34,518.90	292,321.68	2,164,539.78
23	08/05/2028	326,840.58	30,411.78	296,428.80	1,868,110.98
2028 Totals		653,681.16	64,930.68	588,750.48	
24	02/05/2029	326,840.58	26,246.96	300,593.62	1,567,517.36
25	08/05/2029	326,840.58	22,023.62	304,816.96	1,262,700.40
2029 Totals		653,681.16	48,270.58	605,410.58	
26	02/05/2030	326,840.58	17,740.94	309,099.64	953,600.76
27	08/05/2030	326,840.58	13,398.09	313,442.49	640,158.27
2030 Totals		653,681.16	31,139.03	622,542.13	
28	02/05/2031	326,840.58	8,994.22	317,846.36	322,311.91
29	08/05/2031	326,840.58	4,528.67	322,311.91	0.00
2031 Totals		653,681.16	13,522.89	640,158.27	
Grand Totals		9,478,376.82	1,950,376.82	7,528,000.00	

Whitney Bank DBA Hancock Bank

ESCROW FUND AND ACCOUNT CONTROL AGREEMENT

This Escrow Fund and Account Control Agreement (this *"Agreement"*), dated September 24, 2015, by and among Whitney Bank, a Mississippi state chartered bank, as lessor under the Lease described below (in such capacity, *"Lessor"*),
a body corporate and politic and political subdivision duly organized and validly existing under the laws of the State of Mississippi (herein referred to as *"Lessee"*), and Whitney Bank, a Mississippi state chartered bank, as escrow agent hereunder (in such capacity, *"Escrow Agent"*).

Reference is made to that certain Master Equipment Lease-Purchase Agreement dated as of 5, the terms and conditions of which have been incorporated by reference into that certain Equipment Schedule No. 2015-2 dated September 24, 2015 (collectively with such incorporated terms and conditions referred to herein as the *"Lease"*), each between Lessor and Lessee, covering the acquisition, purchase and leasing of certain Equipment described therein (the *"Equipment"*). It is a requirement of the Lease that } be deposited into an escrow under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

The parties agree as follows:

1. *Creation of Escrow Fund.* (a) There is hereby created a special trust fund to be known as the ' :015-2 Equipment Acquisition Escrow Fund" (the *"Escrow Fund"*) to be held in trust by Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) Escrow Agent shall invest and reinvest moneys on deposit in the Escrow Fund, in :t, which is a Qualified Investment. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Fund, and Lessee agrees to and does hereby release Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Fund shall become part of the Escrow Fund, and gains and losses on the investment of the moneys on deposit in the Escrow Fund shall be borne by the Escrow Fund. Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Fund and is not a trustee or a fiduciary to Lessee. Escrow Agent shall not be responsible for any market decline in the value of the Escrow Fund and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Fund, except upon specific written instructions stated herein. For purposes of this Agreement, *"Qualified Investments"* means any investments which meet the requirements of For purposes of this

Agreement, *"Qualified Investments"* means any investments which meet the requirements of s.

(c) Unless the Escrow Fund is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Fund shall be disbursed by Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written authorization(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Fund are insufficient to pay such amounts, Lessee shall provide any balance of the funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Fund on or after the date on which Lessee executes the final Acceptance Certificate for all of the Equipment under the Lease shall be applied as provided in Section 4 hereof.

(d) The Escrow Fund shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Fund or (ii) written notice given by Lessor of the occurrence of an Event of Default or termination of the Lease due to a Non-Appropriation Event.

(e) Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as Escrow Agent, and for the disposition of the same in accordance herewith. In the event conflicting instructions as to the disposition of all or any portion of the Escrow Fund are at any time given by Lessor and Lessee, Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of Lessee.

(f) Unless Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, does to the extent permitted by law indemnify Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received; *provided* that any such suspension of activities shall be subject to the terms, provisions and requirements of Section 6 hereof.

(h) Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its gross negligence or willful misconduct.

(i) Lessee shall reimburse Escrow Agent for all reasonable costs and expenses, including those of Escrow Agent's attorneys, agents and employees incurred for extraordinary administration of the Escrow Fund and the performance of Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, or in connection with any dispute between Lessor and Lessee concerning the Escrow Fund.

(j) Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation (the *"Effective Date"*), which shall be a date not less than 90 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, Escrow Agent shall be under no further obligation except to hold the Escrow Fund in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Fund.

(k) Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no fiduciary or implied duties, responsibilities or obligations shall be read into this Agreement.

2. *Acquisition of Property.*

(a) *Acquisition Contracts.* Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Fund. Lessee represents that the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof.

(b) *Authorized Escrow Fund Disbursements.* Disbursements from the Escrow Fund shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring and installing the Equipment.

(c) *Requisition Procedure.* No disbursement from the Escrow Fund shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Fund there shall be filed with Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due. Each such requisition shall be signed by an authorized representative of Lessee (an *"Authorized Representative"*) and by Lessor, and shall be subject to the following:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1 certifying that:

(i) an obligation in the stated amount has been incurred by Lessee, and that the same is a proper charge against the Escrow Fund for costs relating to the Equipment identified in the Lease, and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof); (ii) the Authorized Representative has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made; (iii) such requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date of such certificate, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee); (iv) the Equipment is insured in accordance with the Lease; (v) no Event of Default or Non-Appropriation Event (nor any event which, with notice or lapse of time or both, would become an Event of Default or Non-Appropriation Event) has occurred and is continuing; (vi) the representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof; and (vii) no material adverse change has occurred with respect to Lessee's operations or financial condition since the date of execution and delivery of the Lease.

2. Delivery to Lessor of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor and any additional documentation reasonably requested by Lessor.

3. *Deposit to Escrow Fund.* Upon satisfaction of the Funding Conditions specified in Section 9 of the Lease, Lessor will cause the amount of $ to be deposited in the Escrow Fund. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Fund.

4. *Excessive Escrow Fund.* Any funds remaining in the Escrow Fund on or after the date on which Lessee executes the final Acceptance Certificate for all of the Equipment under the Lease, or upon a termination of the Escrow Fund as otherwise provided herein, shall be applied by Escrow Agent to pay the interest component of Rental Payments when due under the Lease until such excess funds are exhausted.

5. *Security Interest.* Escrow Agent and Lessee acknowledge and agree that the Escrow Fund and all proceeds thereof are being held by Escrow Agent for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Escrow Fund, and all proceeds thereof, and all investments made with any amounts in the Escrow Fund. If the Escrow Fund, or any part thereof, is converted to investments as set forth in this Agreement, such investments shall be made in the name of Escrow Agent and Escrow Agent hereby agrees to hold such investments as bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. *Control of Escrow Account.* In order to perfect Lessor's security interest by means of control in (i) the Escrow Fund established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Fund, (iii) all of Lessee's rights in respect of the Escrow Fund, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the *"Collateral"*), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the a [illegible] *Commercial Code"*) but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) Escrow Agent hereby represents and warrants that (I) the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (II) Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (III) Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Escrow Agent may allow Lessee to effect sales, trades, transfers and exchanges of Collateral within the Escrow Fund, but will not, without the prior written consent of Lessor, allow Lessee to withdraw any Collateral from the Escrow Fund. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Fund. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the

amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(f) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent.

(g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Lessee hereby agree that any property held in the Escrow Fund shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section : of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 8 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Fund statements or reports issued or sent to Lessee with respect to the Escrow Fund.

7. *Information Required Under USA PATRIOT ACT.* The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to Escrow Agent such information as it may request, from time to time, in order for Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. *Miscellaneous.* Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This Agreement may not be amended except in writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below:

If to Lessor: Whitney Bank
2510 14th St., 2nd Fl.
Gulfport, MS 39501
Attn: Roxanne Reynolds
Fax: (228) 563-5721

If to Lessee:

Attn:
Fax: _____

If to Escrow Agent: Whitney Bank
Susan Tsimpatos
Jackson, MS
Attn:
Fax: 601-368-9457

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Escrow Fund and Account Control Agreement as of the date first above written.

WHITNEY BANK,
as Lessor

By: _____

[illegible] A,
as Lessee

By: _____

WHITNEY BANK,
as Escrow Agent

By: _____

SCHEDULE 1
to Escrow Fund and Account Control Agreement

FORM OF DISBURSEMENT REQUEST

RE: Master Equipment Lease-Purchase Agreement dated as of August 1, 2015, the terms and conditions of which have been incorporated by reference into that certain Equipment Schedule No. 2015-2 dated September 24, 2015 (collectively with such incorporated terms and conditions referred to herein as the *"Lease"*), between Whitney Bank, as Lessor, and e. (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow Fund and Account Control Agreement, dated September 24, 2015 (the *"Escrow Agreement"*) among Whitney Bank, as Lessor under the Lease (in such capacity, *"Lessor"*), Lessee (*"Lessee"*), and Whitney Bank, a Mississippi state chartered bank, (in such capacity, *"Escrow Agent"*), the undersigned hereby requests that Escrow Agent pay the following account from the Escrow Fund created under the Escrow Agreement:

WIRE INSTRUCTIONS

Bank Name: _____
ABA: _____
Account Number: _____
Account Name: _____
Ref: _____
Dollar Amount: $_____

The undersigned hereby certifies as follows:

(i) An obligation in the stated amount has been incurred by Lessee, and the same is a proper charge against the Escrow Fund for costs relating to the Equipment identified in the Lease, and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof), and the Equipment relating to such obligation has been delivered, installed and accepted by Lessee. Attached hereto is the original invoice with respect to such obligation.

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

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

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

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

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

(vii) No material adverse change has occurred with respect to Lessee's operations or financial condition since the date of execution and delivery of the Lease.

Date: _____, 20__

LESSEE:

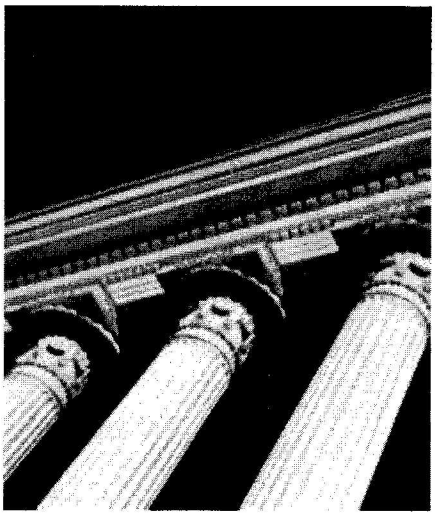
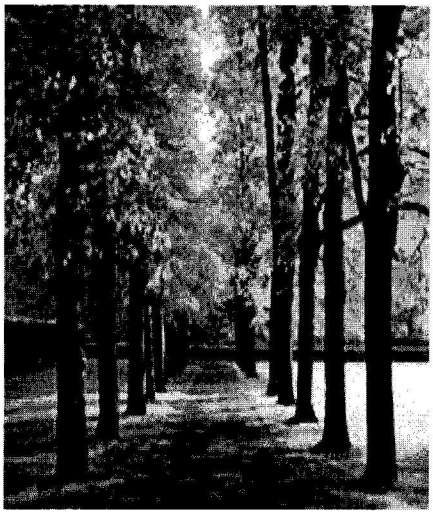
By:_____
Authorized Representative

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

WHITNEY BANK,
as Lessor under the Lease

By:_____
Name: _____
Title: _____

Bank of America
Merrill Lynch


Tax-Exempt Lease/Purchase Financing Proposal for the City of Hattiesburg, MS

January 14, 2016

As part of Bank of America's 10-year, $125 billion business initiative to address climate change, we promote an environmentally sustainable economy through financing for energy efficiency projects and renewable energy assets.

REQUEST FOR FINANCING BID
For
City of Hattiesburg, Mississippi
Energy Services Performance Contract

Bid Form *

Lease Amount: $7,528,000

Rate of Interest Per Annum: 2.435 %

Escrow Fee: $ -0-

List Additional Costs: -0-

Attach Payment Schedule based on a lease commencement date of February 5, 2016, with a Principal Amount of $7,528,000, with 29 semi-annual level payments for a fifteen and one-half year (15.5) term beginning August 5, 2017 and ending on August 5, 2031, including a 5 year prepayment option.

For informational purposes list total interest cost and all inclusive rate although Lessee calculation will control.

Total Interest Cost $ $ 1,668,321.42

All Inclusive Rate: 2.435%

Bidder's Name: Banc of America Public Capital Corp

Address: 135 S. LaSalle Street, Ste 10-42
Chicago, IL 60603

Phone Number: 312.828.5319

E-mail Address: geoffrey.r.culm@baml.com

Signature: *

Title: Senior Vice President

* SUBJECT TO THE TERMS OF THE ATTACHED TERM SHEET, WHICH SHALL SUPERCEDE TERMS OF THE RFB

Bank of America
Merrill Lynch

Geoffrey R. Culm
Senior Vice President
Energy Services

Banc of America Public Capital Corp
135 S. LaSalle Street, 10th Floor
IL4-135-10-42
Chicago, IL 60603
Email:geoffrey.r.culm@baml.com
Tel: (312) 828.5319
Fax: (312) 453.3981

January 14, 2016

VIA ELECTRONIC MAIL

Mr. Barry Friedman
President
Friedman, Luzzatto & Co.
14755 Preston Road, Suite 515
Dallas, TX 75254
barry@fl-co.com

Mr. Art Brickey
Senior Vice President
Friedman, Luzzatto & Co.
14755 Preston Road, Suite 515
Dallas, TX 75254
art@fl-co.com

Re: $7.5 Mln (approximate) NBQ, Tax-Exempt, Equipment Lease/Purchase Agreement Finance Proposal for the City of Hattiesburg, MS.

Dear Mr. Friedman and Mr. Brickey:

Thank you for the opportunity to present to you the attached terms and conditions for the financing of the above equipment lease/purchase finance transaction for the City of Hattiesburg, MS (the "City" or "Lessee"). Banc of America Public Capital Corp ("BAPCC" or "Lessor") looks forward to the opportunity to provide our tax-exempt equipment finance services for this important transaction.

BAPCC and Bank of America, National Association ("BANA"), offer unique financing features and qualifications that can be leveraged on behalf of the City to complete this equipment lease/purchase transaction at a low interest cost and in a smooth and efficient manner. These features and qualifications include:

1. TAX-EXEMPT PRIVATE PLACEMENT EXPERIENCE: BAPCC/BANA are leading providers of private placement capital to the state government, municipal local government, K-12, housing authority, and higher education tax-exempt markets. Our teams are highly experienced in documenting and closing tax-exempt lease purchase and private placement transactions;

2. ENERGY EFFICIENCY FINANCING EXPERIENCE: BAPCC's Energy Services group is a leading provider of financial solutions for energy efficiency, renewable energy, water system, and energy generation equipment and assets; and as such we have experience in working with many energy services companies including Johnson Controls, Inc.

3. PRIVATE PLACEMENT BENEFITS: The proposed transaction is a private placement that will not require (i) any additional public ongoing disclosure requirements, (ii) any additional public offering document generation requirements, or (iii) any underwriting or related fees; and

4. RATE LOCK: To eliminate the interest rate risk for the City during the approval, documentation and closing of the transaction, we have included a sixty (60) day rate lock in this proposal (please review the attached proposal for terms of the rate lock).

This cover letter and term sheet include only a brief description of the principal terms of the proposed transaction. Please understand that this proposal is not a commitment or offer to lend, and does not create any obligation for Lessor or BANA. Lessor and/or BANA will not be responsible or liable for any damages, consequential or otherwise, that may be incurred or alleged by any person or entity, including Lessee, as a result of this letter. Lessor will notify you in writing of its decision if Lessor agrees to proceed with the proposed transaction after completing its review and analysis.

Please feel free to contact me at 312.828.5319 to discuss the proposed transaction, or to accept this proposal, please sign the enclosed copy of this letter **within ten (10) business days** and return it to **Banc of America Public Capital Corp, 135 S. LaSalle Street, 10th Floor, IL4-135-10-42, Chicago, IL 60603 Attention: Geoff Culm, or by fax to the same attention at fax number: 312.453.3981.**

We look forward to the opportunity to work with you and the City of Hattiesburg on this important transaction.

Very truly yours,

Banc of America Public Capital Corp

Geoffrey R. Culm
Senior Vice President of BAPCC

The undersigned, by its authorized representative below, accepts the above proposal, agrees to furnish Lessor, its successors and assigns, any information relating to the business or financial condition of Lessee or its affiliates, and authorizes Lessor, Bank of America Corporation and their affiliates to disclose to, discuss with and distribute such information (and any information they may already have) to any other affiliates or proposed assignees or successors of Lessor.

AGREED AND ACCEPTED:

CITY OF HATTIESBURG, MS

By: _____

Title: _____

Date: _____

Tax ID: _____

cc: Bill Antonetti, Joe Miller, Alice Schwartz

Bank of America Merrill Lynch" is the marketing name for the global banking and global markets businesses of Bank of America Corporation. Lending, derivatives, leasing, equipment finance, and other commercial banking activities are performed globally by banking affiliates of Bank of America Corporation, including Bank of America, N.A., member FDIC. Securities, strategic advisory, and other investment banking activities are performed globally by investment banking affiliates of Bank of America Corporation ("Investment Banking Affiliates"), including, in the United States, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Merrill Lynch Professional Clearing Corp., both of which are registered broker-dealers and members of FINRA and SIPC, and, in other jurisdictions, by locally registered entities. Merrill Lynch, Pierce, Fenner & Smith Incorporated and Merrill Lynch Professional Clearing Corp. are registered as futures commission merchants with the CFTC and are members of the NFA. Investment products offered by Investment Banking Affiliates: Are Not FDIC Insured • May Lose Value • Are Not Bank Guaranteed. ©2016 Bank of America Corporation

Bank of America
Merrill Lynch

SUMMARY OF TERMS AND CONDITIONS
TAX-EXEMPT EQUIPMENT LEASE/PURCHASE AGREEMENT

I. Lessee and Lessor - Introduction

Lessee/City: City of Hattiesburg, MS

Lessor: Banc of America Public Capital Corp, or its affiliate or designee

Contact:
Geoffrey Culm
Senior Vice President
135 S. LaSalle Street, 10th Floor
IL4-135-10-42
Chicago, IL 60603
(312) 828.5319 office
(312) 453.3981 fax
geoffrey.r.culm@baml.com

Address for documents:
Attn: Contracts Administration
11333 McCormick Road
Hunt Valley II
Mail Code: MD5-03-07-05
Hunt Valley, MD 21031

Lessor Background: The Lessor is a subsidiary of Bank of America Corporation, which is one of the nation's largest financial holding companies. In addition, Lessor has extensive experience in funding tax-exempt equipment lease and other private placement transactions for local government entities for energy and water efficiency equipment and projects.

Commitment to energy efficiency and the environment: Bank of America is a proud supporter of energy efficiency and initiatives that have a positive impact on the environment. Attached please find a summary of some of our important environmental announcements, and the following website contains a link to our corporate environmental progress report:

http://environment.bankofamerica.com/?cm_mmc=ENT-Funded-_-vanity-_-EF01VN0002_environment-_-NA

Financial profile and strength: As mentioned, Bank of America is one of the nation's largest financial holding companies. Our annual report can be found on the following internet link:

http://investor.bankofamerica.com/phoenix.zhtml?c=71595&p=irol-reportsannual

II. Structure, Project Description

Purpose: The purpose of this transaction is to provide financing to the Lessee for the installation and acquisition of certain energy improvements (collectively, the "*Equipment*") for the City, under a guaranteed savings energy performance contract (the "EPC") with Johnson Controls, Inc. (the "*Vendor*").

Structure: This transaction will be structured as a tax-exempt equipment lease purchase agreement ("*Lease/Purchase*") between Lessee and Lessor. Repayments under the Lease/Purchase shall be absolute and unconditional, subject only to annual appropriation of funds by the Lessee's governing body and in accordance with the laws of the State of Mississippi. The Lease/Purchase will be a net financial lease, and all expenses, including but not limited to insurance, maintenance, and taxes, will be for the account of Lessee. Subject to annual appropriation, repayment of the Lease/Purchase will be made from the Lessee's General Fund plus any other legally available funds of the Lessee.

Security: Upon acceptance of the Equipment, title to the Equipment shall be vested in Lessee. Leessee's obligations under the Lease/Purchase shall be secured by, among other things, a first priority security interest in the Equipment, evidenced by the filing of UCC financing and fixture filing statements – *thus legal property descriptions will be needed for the project facilities.* At maturity of the Lease/Purchase, upon payment of all outstanding amounts under the Lease/Purchase, Lender's security interest in the Equipment shall be released and Lessee shall retain the Equipment. Lessee shall be required to maintain the Equipment free and clear of other liens, to insure the Equipment (public liability and property damage insurance), to promptly repair or replace any damaged or destroyed Equipment and to pay any applicable taxes.

Lessor will require a security interest all project Equipment.

Approximate Proceeds:

Project Amount:	$7,528,000
Lessee's Costs of Issuance:	TBD
Lessor's Legal Expense Allocated to Costs of Issuance*:	$ -0-
TOTAL PROCEEDS (approximate):	$7,528,000

* Assuming Lessor's standard documents are used without considerable edit.

III. Funding, Interest Rate, Closing

Funding: Proceeds from the Lease/Purchase will be deposited into an escrow fund ("Escrow Fund") acceptable to Lessor. Lessee will be required to direct investments in the Escrow Fund and any interest earned will be for the benefit of Lessee. Disbursements will be made from the Escrow Fund to pay for project costs upon delivery by Lessee of a disbursement request and related documents and approval by Lessor. The Escrow Fund is subject to compliance by Lessee with all applicable regulations under the Internal Revenue Code, including but not limited to arbitrage reporting. *So long as the Escrow Fund investments are from the Escrow Agent's standard investments for governmental entities, there will not be an escrow fee.*

Anticipated Escrow Agent: Bank of America, National Association

Payments: Twenty-nine, (29) level, semi-annual level payments of principal and interest. Please see attached draft amortization schedule.

Closing Date: Purely for purposes of this proposal, funding was calculated to be February, 5 2016.

Indicative Fixed Interest Rate: Semi-annual payments: **2.435%**

The calculation for the Indicative Fixed Interest Rate above is:

10-Yr Bloomberg Treasury SWAP Rate X 65% + Applicable Spread Below:*

Payment Mode	SWAP*	Swap Index	* 65%	+ Spread	Tax-Exempt Rate
Semi-Annual	10 years	1.93%	1.2545%	1.1805%	**2.435%**

* As of January 14, 2016, the 10-yr Treasury Interest Rate SWAP as reported by Bloomberg.

Rate Lock Procedure: If this proposal is signed and returned to Lessor within ten (10) business days, Lessor will hold the respective Indicative Fixed Interest Rate of **2.435%** for funding for 60 days (the rate lock). If closing of the transaction occurs after such rate lock expiration, the respective Indicative Fixed Interest Rate for the transaction is subject to repricing *at the discretion of Lessor* 15 business days prior to the scheduled closing date in accordance with the selected option formula above.

IF LESSEE ASKS LESSOR TO LOCK THE RESPECTIVE INTEREST RATE ABOVE FOR FUNDING, LESSEE AGREES NOT TO SEEK FUNDING FOR THE PROJECT WITH ANOTHER LESSOR FOR A PERIOD

OF SIX MONTHS AS A MEANS TO CIRCUMVENT THE RATE THAT LESSEE HAS ASKED LESSOR TO HOLD.

PLEASE BE ADVISED THAT THE PROPOSED INDICATIVE PRICING INDEX SET FORTH ABOVE IS ONLY AVAILABLE FOR A TRANSACTION THAT IS FULLY FUNDED OR FOR SPECIFIC EQUIPMENT THAT HAS COMMENCED FUNDING UNDER A LEASE/PURCHASE AGREEMENT PURSUANT TO THIS PROPOSAL WITHIN 180 DAYS. THEREAFTER, LESSOR MAY AT ITS DISCRETION ADJUST ITS PRICING TO REFLECT ADVERSE CHANGES IN ITS COST OF FUNDS OR CHANGES GENERALLY IN MARKET CREDIT MARGINS.

PLEASE NOTE THAT THE PRICING AND RATE ABOVE ARE BASED ON THE AVERAGE LIFE OF THE ATTACHED DRAFT AMORTIZATION SCHEDULE. TO THE EXTEXT THAT THE AVERAGE LIFE OF THE FINAL AMORTIZATION SCHEDULE CHANGES FROM THE ATTACHED, THE RESPECTIVE RATE ABOVE IS SUBJECT TO MODIFCATION BY LESSOR TO ACCOUNT FOR ANY LENGTHENING OF THE AVERAGE LIFE OF THE FINAL TRANSACTION SCHEDULE.

Closing Costs: Lessee will be responsible for its own closing costs, including its own legal costs for providing a legal/validity and tax opinion(s) for the transaction. Lessee may include legal and financing costs in the transaction amount. Lessor will not allocate a legal fee to the costs of issuance for the transaction so long as the comments or edits to the submitted documentation are minimal.

IV. Prepayment and Other Terms

Prepayment: With 60 days advance notice, Lessee will have the option to prepay the Lease/Purchase on any payment date by paying the applicable Termination Value which shall be calculated as **102 %** of the outstanding principal balance of the transaction.

Documents: To be submitted by Lessor. All transaction documents are subject to review and approval by Lessor.

Opinion(s) of Counsel: Counsel to Lessee shall deliver a legal validity and tax opinion(s) to Lessor at closing in form and substance satisfactory to Lessor. Lessee and its counsel shall assume responsibility that the documents and contracts for the financing and the Vendor agreement are legal and valid and in compliance with State of Mississippi statutes.

Tax Exempt Obligation: The Lease/Purchase payments have been calculated on the following assumptions and representations by Lessee that Lessee:

1. is a state or political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code (the "Code") and duly created and validly existing under the laws of the State of Mississippi;

2. is authorized under the laws of the State of Mississippi to enter into the Lease/Purchase and the transactions contemplated thereby and to perform all of Lessee's obligations thereunder; and

3. has duly authorized the execution and delivery of the Lease/Purchase under the terms of a resolution of its governing body or by other appropriate official approval, and all requirements and procedures have been satisfied in order to ensure the enforceability of the Lease/Purchase, and Lessee has complied with all applicable public bidding requirements.

Lessee shall provide Lessor with such evidence as Lessor may request to substantiate and maintain such tax status, and shall make such further representations and certifications as are customary in tax exempt transactions.

In the event Lessor suffers a loss of Federal income tax exemption of the interest portion of the rental payments, Lessee will pay Lessor amounts calculated at a taxable rate sufficient to maintain Lessor's yield in the Lease/Purchase. Lessee shall comply with the filing requirements of Section 149(e) of the Code.

Final Approval: This proposal and the terms set forth herein are an indication of interest in the transaction, and are not and should not be construed as a commitment nor obligation of Lessor or its affiliates to provide any financing. The proposed transaction and the terms set forth herein are subject to all credit, risk, documentation and legal approvals of Lessor as well as execution and delivery of documentation acceptable to all parties. All disbursements are subject to no material adverse change in the financial condition of Lessee.

Assignment: Without prior consent of Lessee, Lessor shall be entitled to assign its right, title and interest in the Lease/Purchase and leased equipment on a private placement basis to qualified purchasers. In addition, Lessor shall be entitled to assign its right, title and interest in the Lease/Purchase to a trustee for the purpose of issuing certificates of participation or other forms of certificates evidencing an undivided interest in such Lease/Purchase, provided such certificates are sold only on a private placement basis (and not pursuant to any "public offering") to a purchaser(s) who represent that (I) such purchaser has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment (ii) such purchaser understands neither the Lease/Purchase or certificates will be registered under the Securities Act of 1933, (iii) such purchaser is either an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, or a qualified institutional buyer within the meaning of Rule 144A, and (iv) that it is the intention of such purchaser to acquire such certificates (A) for investment for its own account or (B) for resale in a transaction exempt from registration under the Securities Act of 1933. At any time, Lessor may sell, assign or encumber all or any part of its right title and interest in the Lease/Purchase; however, in no event shall the Lessor assign this agreement as a public offer of

participation. Lessee consents to a private placement transaction within the meaning of applicable federal securities laws.

"Non-Bank Qualified": This proposal assumes the transaction will be deemed "Non-Bank Qualified" for federal tax purposes.

Proposal Expiration Date: This proposal must be accepted within ten (10) business days to be valid.

USA Patriot Act Compliance: The Lessee acknowledges that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"), the Lessor is required to obtain, verify and record information that identifies the Lessee, which information includes the name and address of the Lessee and other information that will allow the Lessor to identify the Lessee in accordance with the Patriot Act.

Municipal Advisor Disclosure: This document is submitted in response to your Request for Financing Bid received on 1/5/16. The contents of this document and any subsequent discussions between us, including any and all information, recommendations, opinions, indicative pricing, quotations and analysis with respect to any municipal financial product or issuance of municipal securities, are provided to you in reliance upon the exemption provided for responses to requests for proposals or qualifications under the municipal advisor rules (the *"Rules"*) of the Securities and Exchange Commission (240 CFR 15Ba1-1 *et seq.*).

The Staff of the SEC's Office of Municipal Securities has issued guidance which provides that, in order for a request for proposals to be consistent with this exemption, it must (a) identify a particular objective, (b) be open for not more than a reasonable period of time (up to six months being generally considered as reasonable), and (c) involve a competitive process (such as by being provided to at least three reasonably competitive market participants) or by being publicly posted to your official website. In submitting this response, we have relied upon your compliance with this guidance.

In submitting this response, we are not undertaking to act as a "municipal advisor" to you or any other person within the meaning of the Rules. In connection with this response and the transactions described herein, we are not subject to, and we hereby disclaim, any fiduciary duty to you or to any other person. We understand that you will consult with and rely on the advice of your own municipal, financial, tax, legal and other advisors as and to the extent you deem necessary in connection with your evaluation of this response and the transactions described herein.

Market Disruption:	NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IN THE EVENT ANY MATERIAL CHANGE SHALL OCCUR IN THE FINANCIAL MARKETS AFTER THE DATE OF THIS PROPOSAL LETTER, INCLUDING BUT NOT LIMITED TO ANY GOVERNMENTAL ACTION OR OTHER EVENT WHICH MATERIALLY ADVERSELY AFFECTS THE EXTENSION OF CREDIT BY BANKS, LEASING COMPANIES OR OTHER LENDING INSTITUTIONS, LESSOR MAY MODIFY THE INDEX PRICING DESCRIBED ABOVE.
Questions:	Please contact Lessor with any questions you may have regarding this proposal or to request additional amortization scenarios.

Draft Amortization Schedule

CITY OF HATTIESBURG, MS

NBQ, Equipment Lease/Purchase Finance Agreement

Date	Funding	Payment	2.435% Interest	Principal	Outstanding Balance	Termination Value
2/5/2016	7,528,000.00				7,528,000.00	
8/5/2017		317,114.53	274,960.20	42,154.33	7,485,845.67	7,635,562.58
2/5/2018		317,114.53	91,140.17	225,974.36	7,259,871.31	7,405,068.73
8/5/2018		317,114.53	88,388.93	228,725.60	7,031,145.71	7,171,768.62
2/5/2019		317,114.53	85,604.20	231,510.33	6,799,635.38	6,935,628.08
8/5/2019		317,114.53	82,785.56	234,328.97	6,565,306.41	6,696,612.53
2/5/2020		317,114.53	79,932.61	237,181.93	6,328,124.48	6,454,686.97
8/5/2020		317,114.53	77,044.92	240,069.62	6,088,054.86	6,209,815.96
2/5/2021		317,114.53	74,122.07	242,992.46	5,845,062.40	5,961,963.65
8/5/2021		317,114.53	71,163.63	245,950.90	5,599,111.50	5,711,093.73
2/5/2022		317,114.53	68,169.18	248,945.35	5,350,166.15	5,457,169.48
8/5/2022		317,114.53	65,138.27	251,976.26	5,098,189.89	5,200,153.69
2/5/2023		317,114.53	62,070.46	255,044.07	4,843,145.83	4,940,008.74
8/5/2023		317,114.53	58,965.30	258,149.23	4,584,996.59	4,676,696.53
2/5/2024		317,114.53	55,822.33	261,292.20	4,323,704.40	4,410,178.48
8/5/2024		317,114.53	52,641.10	264,473.43	4,059,230.97	4,140,415.58
2/5/2025		317,114.53	49,421.14	267,693.39	3,791,537.57	3,867,368.32
8/5/2025		317,114.53	46,161.97	270,952.56	3,520,585.01	3,590,996.71
2/5/2026		317,114.53	42,863.12	274,251.41	3,246,333.60	3,311,260.27
8/5/2026		317,114.53	39,524.11	277,590.42	2,968,743.18	3,028,118.04
2/5/2027		317,114.53	36,144.45	280,970.08	2,687,773.10	2,741,528.56
8/5/2027		317,114.53	32,723.64	284,390.89	2,403,382.20	2,451,449.85
2/5/2028		317,114.53	29,261.18	287,853.35	2,115,528.85	2,157,839.43
8/5/2028		317,114.53	25,756.56	291,357.97	1,824,170.88	1,860,654.30
2/5/2029		317,114.53	22,209.28	294,905.25	1,529,265.63	1,559,850.94
8/5/2029		317,114.53	18,618.81	298,495.72	1,230,769.91	1,255,385.30
2/5/2030		317,114.53	14,984.62	302,129.91	928,640.00	947,212.80
8/5/2030		317,114.53	11,306.19	305,808.34	622,831.66	635,288.29
2/5/2031		317,114.53	7,582.98	309,531.56	313,300.10	319,566.10
8/5/2031		317,114.53	3,814.43	313,300.10	0.00	0.00
						-
	7,528,000.00	9,196,321.42	1,668,321.42	7,528,000.00		-

REGIONS CAPITAL ADVANTAGE, INC.

1900 5th Avenue North
Suite 2400
Birmingham, Alabama 35203

January 14, 2016

City of Hattiesburg, Mississippi
Att: Sharon Waits
200 Forrest Street
Hattiesburg, MS 39401

Dear Sharon,

Regions Capital Advantage is pleased to furnish the following tax exempt lease commitment for your review and consideration.

Lessor:	Regions Capital Advantage, Inc.
Lessee:	City of Hattiesburg, Mississippi
Equipment:	Energy Efficiency Equipment
Amount:	Up to $7,528,000
Commencement Date:	By March 5, 2016
Base Term:	7 year fixed rate balloon with 15.5 year amortization
Payment:	$290,286.64
Payment Method:	Lessee agrees that all rent and other payments will be made by automatic funds withdrawal (ACH), and Lessee will execute documentation satisfactory to Lessor to facilitate such payments.
Implicit Rate:	2.31%
Lease Commencement:	The Base Term shall commence on the date of closing and funding into escrow. The first semi-annual rental shall be due 18 months from closing. Remaining equal semi-annual rental payments shall be due on the same day of each consecutive six month period thereafter. All payments shall be subject to any applicable state and local sales/use taxes.
Rental Factor Adjustment:	The Rental Factor presented in this proposal is based on current market conditions and the prevailing 7 Year Treasury Constant Maturity rate of 1.88% per the Federal Reserve's Statistical Release H.15 on January 13, 2016. The Implicit Rate as quoted on this proposal shall be adjusted upward or downward in order to maintain Lessor's economic yield as it exists at this time.
Non Appropriation:	This contract will be subject to appropriation of funds on an annual basis. Lessee will certify as to the essential use nature of this equipment
Role of Purchaser:	The Purchaser and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities

issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Term Sheet and any other information, materials or communications provided by the Purchaser: (a) the Purchaser and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Purchaser and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Term Sheet, information, materials or communications; (c) the Purchaser and its representatives are acting for their own interests; and (d) the Issuer and the Borrower have been informed that the Issuer and the Borrower should discuss this Term Sheet and any such other information, materials or communications with any and all internal and external advisors and experts that the Issuer and the Borrower, respectively, deem appropriate before acting on this Term Sheet or any such other information, materials or communications.

Taxability and Changes in Tax Rate:

Upon the occurrence of a *Determination of Taxability* of the Loan, the Borrower agrees to pay to **the Lender** a rate of interest from the date of Loan funding that would provide the Lender with an after-tax yield on the then outstanding principal amount of this Loan at least equal to the after-tax yield the Lender could have received if a Determination of Taxability had not occurred.

Transfer Provisions:

The Lender shall maintain the right to transfer and/or assign, in whole or in part, its rights hereunder, the Debt Instrument and/or the Loan, or, in either case, any interest therein, to any person or entity in its sole and absolute discretion. The Borrower may not assign its rights hereunder or under any of the Loan Documents to any person without the prior written consent of the Lender.

Disclaimer:

This term sheet describes some of the basic terms and conditions proposed to be included in the documents between the Lender and the Borrower. This term sheet does not purport to summarize all the conditions, covenants, representations, warranties, assignments, events of default, cross default, acceleration events, remedies or other provisions that may be contained in documents required to consummate this financing.

Non-Bank Qualified:

As it is not anticipated that this transaction will be bank qualified, the interest rate stated on the attached exhibit assumes that the Lease will be a non-bank qualified tax-exempt obligation. Section 265(b) 3 of the Internal Revenue Code of 1986 exempts certain tax-exempt obligations (bank qualified), not in excess of $10,000,000.00 per year, from the 100% preference tax disallowance applicable to banks, and provided that the reasonably anticipated amount of qualified tax-exempt obligations to be issued by the issuing authority during the calendar year does not exceed $10,000,000.00. If the issuing authority reasonably anticipates that it will issue in excess of $10,000,000.00 in qualified tax-exempt obligations during the calendar year, the Lease will be designated as a non-bank qualified tax-exempt obligation

Escrow Account:

Funds to be placed in a Regions Trust Escrow account at close.

Opinion of Counsel:

Prior to closing the Lease, Lessor must be provided with an opinion of Lessee's counsel, at Lessee's expense, satisfactory to Lessor and its counsel, which shall include opinions that the Lease and related documentation are duly authorized, executed and delivered by Lessee, that the parties have complied with all applicable state laws, including laws regulating bidding or government contracts and that rents payable under the Lease will be exempt from state and federal income taxes.

Net Lease:	The Lease will be a "net lease" with Lessee responsible for all expenses, including (a) maintenance costs, liability and physical damage insurance satisfactory to Lessor and (b) taxes relating to the purchase, lease, possession and use of the Equipment (some of which may be added to the cost of the Equipment or collected as the gross rentals as appropriate under state law), excluding taxes based solely on the net income of Lessor. Lessor is not responsible for the selection, suitability or performance of the Equipment and Lessee will be responsible for all payments and performance irrespective of any defect in the Equipment.
Purchase At End Of Term:	At the expiration of the Lease Term, so long as no default exists thereunder and the Lease has not been earlier terminated, Lessee shall have the option to purchase all (but not less than all) of the Equipment on an AS IS, WHERE IS BASIS for one dollar ($1.00).
Transactional Costs:	Unless otherwise agreed in writing, Lessee will be responsible for all closing costs including, without limitation, appraisal fees, attorney's fees and disbursements, and recording fees. Bank transactional fees will be $2,000 and are to be billed to the Lessee. This includes legal fees, trust escrow fees, and documentation fees. Lessee will be responsible for all costs it incurs. If significant changes to the document is request, the lessee may be responsible for additional attorney costs.
Insurance:	Lessee will be responsible to purchase and maintain liability insurance coverage equal to $1,000,000.00 naming Lessor as Additional Insured and physical damage insurance coverage with a deductible of no more than $5,000.00 naming Lessor as Loss Payee. Lessee will furnish satisfactory evidence of such insurance prior to funding.
Contingencies:	**This letter is not and should not be construed as a commitment to fund.** The terms and provisions presented herein are subject to among other things execution of all documentation in form and substance satisfactory to all parties to the transaction. Lessor makes no representation as to the legal, tax or accounting treatment of the Lease. Lessor shall not have any obligation whatsoever under this letter and shall only be obligated under and as provided in the documentation referred to above. No notice of approval or other communication from Lessor or anyone claiming to act on its behalf shall waive or modify the limitations contained in this paragraph.

The City of Hattiesburg, Mississippi is aware of the "Municipal Advisor Rule" of the Securities and Exchange Commission and the exemption from the definition of "municipal advisor" for a person providing "advice" in response to an RFP/RFQ. In response to an RFP/RFQ, The City of Hattiesburg, Mississippi hereby notifies all investment banking firms and financial institutions that it wishes them to provide advice and recommendations for a REQUEST FOR LEASE PROPOSAL. The City of Hattiesburg, Mississippi intends for such advice and recommendations to qualify for the RFP/RFQ exemption. The advice and recommendations may be made orally or in writing. The City of Hattiesburg, Mississippi reserves the right to accept or reject any proposals submitted to it and to conduct a formal procurement process, in each case if deemed by The City of Hattiesburg, Mississippi to be in its best interests and in conformance with applicable laws. This RFP/RFQ is open from the dates specified below. The City of Hattiesburg, Mississippi understands that, by responding to this RFP/RFQ, respondents are not municipal advisors to The City of Hattiesburg, Mississippi. This RFP/RFQ is being sent to the entire pool of participants.

Federal law requires all financial institutions to obtain, verify, and record information regarding customers. Lessor has or will obtain and keep on file information complying with 31 CFR Part 103.121 regarding Lessee, including Lessee's name, address and copies of various identifying documents.

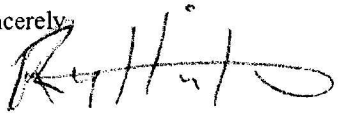
By acceptance of this commitment letter, Lessee requests Lessor to take all actions necessary to evaluate the transactions contemplated hereby, including ordering credit reports and (if desired) by Lessor appraisals of the Equipment. This

commitment letter shall expire as of the close of business on February 14, 2016 unless extended in writing by Lessor. This commitment may not be modified, supplemented or otherwise changed except in a writing signed by an officer of Lessor, subject to the further limitations expressed above.

We look forward to your early review and acceptance of this commitment. If there are any questions, please do not hesitate to contact me directly at 601-310-3437

On behalf of Regions Capital Advantage, Inc., by express authority

Sincerely,



Ryan Hinton
Vice President

CITY OF HATTIESBURG, MS
PROPOSAL ACCEPTED:

By: _____

Title: _____

Date: _____

REQUEST FOR FINANCING BID
For
City of Hattiesburg, Mississippi
Energy Services Performance Contract

Bid Form

Lease Amount: $7,528,000

Rate of Interest Per Annum: 2.31 %

Escrow Fee: $ 1,500

List Additional Costs: $500 Documentation Fee

Attach Payment Schedule based on a lease commencement date of February 5, 2016, with a Principal Amount of $7,528,000, with 29 semi-annual level payments for a fifteen and one-half year (15.5) term beginning August 5, 2017 and ending on August 5, 2031, including a 5 year prepayment option.

For informational purposes list total interest cost and all inclusive rate although Lessee calculation will control.

Total Interest Cost $ 1,079,561.93

All Inclusive Rate: 2.31 %

Bidder's Name: Regions Capital Advantage

Address: 1900 5th Ave North, Suite 2400
Birmingham, AL 35203

Phone Number: 601-264-8248

E-mail Address: Rynn.Hinton@Regions.com

Signature:

Title: Vice President

Loan Amortization

date	funding	payment	interest @ 2.3100	principal	balance
Feb-05-16	7,528,000.00				7,528,000.00
Aug-05-17		290,286.64	260,845.20	29,441.44	7,498,558.56
Feb-05-18		290,286.64	86,608.35	203,678.29	7,294,880.27
Aug-05-18		290,286.64	84,255.87	206,030.78	7,088,849.49
Feb-05-19		290,286.64	81,876.21	208,410.43	6,880,439.06
Aug-05-19		290,286.64	79,469.07	210,817.57	6,669,621.49
Feb-05-20		290,286.64	77,034.13	213,252.51	6,456,368.98
Aug-05-20		290,286.64	74,571.06	215,715.58	6,240,653.40
Feb-05-21		290,286.64	72,079.55	218,207.10	6,022,446.30
Aug-05-21		290,286.64	69,559.25	220,727.39	5,801,718.91
Feb-05-22		290,286.64	67,009.85	223,276.79	5,578,442.13
Aug-05-22		290,286.64	64,431.01	225,855.64	5,352,586.49
Feb-05-23		290,286.64	61,822.37	228,464.27	5,124,122.22
Feb-05-23		5,124,122.22	0.00	5,124,122.22	0.00
	7,528,000.00	8,607,561.93	1,079,561.93	7,528,000.00	

The City of Hattiesburg, MS

Proposed Tax-Exempt Tax Lease Purchase Financing
Summary of Terms and Conditions

January 14, 2016

This financing proposal is provided for discussion purposes only and does not represent a commitment from Key Government Finance, Inc. ("KGF"). This proposal and its terms are submitted on a confidential basis and shall not be disclosed to third parties (other than the Issuer's officers, directors, employees and advisors charged with reviewing and/or implementing the transactions contemplated hereby) without KGF's consent. This proposal is intended as an outline of certain material terms of the Facility and does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions which would be contained in definitive documentation for the Facility contemplated hereby.

Key Government Finance, Inc., is pleased to provide the following term sheet for a tax exempt lease purchase financing structure to the City of Hattiesburg, Mississippi.

Lessor:	Key Government Finance, Inc. ("Lessor").
Lessee:	The City of Hattiesburg, Mississippi ("City" or "Lessee")
Facility:	Tax Exempt Lease Purchase Agreement (the "Agreement" or "Lease").
Use of Proceeds:	The proceeds of the Facility will be used for an energy project.
Amount:	Up to $7,528,000.
Amortization and Term:	The anticipated closing date for this Facility is February 5, 2016. The maturity date, ("Maturity Date"), for the Leases is February 5, 2031.
Payment Terms Options:	Custom semiannual payments will be due on February 5th and August 5th of each year commencing February 5, 2017 as detail in the attached Loan Amortization. Any changes in the weighted average maturity used for this fixed offer will result in a re pricing by Lessor. Alternative principal amortization will be considered.
Tax-Exempt Fixed Interest Rates:	As of January 14, 2016: 3.36% The fixed interest rate provided above is based on KeyCorp's Cost of Funds Index ("Index") as of January 14, 2016 and shall valid through February 14, 2016, provided the Lessee notifies the Lessor of their intent to move forward with this Facility by January 20, 2016. Should this Facility not close by February 14, 2016, then the rate will be subject renegotiation by Lessor and Issuer.
Interest Day Count:	30/360
Tax Status:	The Facility is expected to be issued as qualified tax-exempt obligation under as defined in Section 265(b)(3) of the Internal Revenue Code of 1986.
Prepayment:	The Notes may be prepaid in whole, but not in part, prior to the Initial Maturity Date, subject

to a prepayment premium calculated on the outstanding principal balance at the time of the termination as follows:

Year	15 Year Premium
1	5.00%
2	4.50%
3	4.00%
4	3.50%
5	3.00%
6-15	0.00%

Costs of Issuance: Lessee will be responsible for all costs related to this financing.

Financial Reporting: Receipt of annual audited financial statements within 180 days of the fiscal year end. Receipt of other information as Lessor may from time to time reasonably request.

Documents: All documents relating this Facility shall be attorney prepared and in a form and substance acceptable to Lender and its legal counsel, including legal opinions customary for transactions of this nature including an opinion of tax-exemption and validity provided by nationally recognized bond counsel of the Issuer and an opinion of Borrower's counsel confirming that the documents to which the Borrower is a party (a) have been duly authorized by all requisite corporate action on the part of the Borrower, and have been duly executed and delivered by Borrower, and (b) constitute the legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms.

Net Lease The Lease will be a triple net lease in that the Lessee will be responsible for (a) sales, transfer, use and property taxes, and any other taxes, assessments, levies, fees and charges of any governmental authority imposed against the Property or the Lease, with the exception of Federal and state taxes on the net income of the Lessor and other taxes, (b) maintenance and repair of the Property, (c) loss, damage or casualty to the Property as described below, (d) insurance as described below, (e) removal of all liens (other than permitted liens) against the Property, and (f) and all costs, fees, charges and expenses related to any of the foregoing or otherwise relating to the installation, use, possession, operation, maintenance, repair and return of the Property.

Conditions Precedent to Closing: Issuer's obligation will be subject to such terms and conditions that the Lessor may require with respect to this transaction, or as are customarily required with respect to similar credits and as set forth in the facility documents. Without limitation, such terms and conditions shall include:

1. Absence of Default.
2. Accuracy of Representations and Warranties.
3. Negotiation and Execution of satisfactory closing documents.
4. Absence of material adverse change in financial condition of Lessee during the period from the date hereof to the Closing Date.

Market Disruption: Notwithstanding anything contained herein to the contrary, in the event any material change shall occur in the financial markets after the date of this term sheet and until closing, including but not limited to any governmental action or other event which materially adversely affects the extension of credit by banks, leasing companies or other lending institutions, the Lessor may renegotiate the indicative pricing described above.

Other Requirements: Lessor will require receipt of the Lessee's Audited 2014 Financial Statements prior to completing the Credit Review process. Additional documentation customary for a transaction of this nature may be required by Lessor.

Proposal Expiration Date: February 14, 2016.

Proposal Acceptance/Expiration

This proposal is issued in reliance upon the accuracy of all information presented by you to us and is contingent upon the absence of any material adverse change in your condition, financial or otherwise, from the condition as it was represented to us at the time of this proposal. This proposal is subject to our formal approval and the execution of documentation acceptable to each of us.

(a) Key Government Finance ("KGF") is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to you with respect to the information and material contained in this communication; (b) KGF is acting for its own interests; and (c) you should discuss any information and material contained in this communication with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.

If the outlined foregoing proposal is satisfactory, reflects an arrangement that suits the need of your organization and you would like Key to commence its due diligence process, please sign and return this proposal.

Thank you for allowing us the opportunity to present this Proposal. If you have any questions, please call me at (216) 689-0209.

Sincerely,

Key Government Finance, Inc.

By: KPSN

Kevin P. Scott
Midwest Finance Manager
Kevin.p.scott@key.com

Loan Amortization

Date	Starting Balance	Takedowns	Debt Service	Interest	Principal	Ending Balance
2/5/2016	$0.00	$7,528,000.00	$0.00	$0.00	$0.00	$7,528,000.00
8/5/2016	$7,528,000.00	$0.00	$0.00	$126,465.31	-$126,465.31	$7,654,465.31
2/5/2017	$7,654,465.31	$0.00	$203,715.00	$128,589.84	$75,125.16	$7,579,340.15
8/5/2017	$7,579,340.15	$0.00	$341,553.74	$127,327.79	$214,225.95	$7,365,114.19
2/5/2018	$7,365,114.19	$0.00	$341,553.74	$123,728.94	$217,824.81	$7,147,289.39
8/5/2018	$7,147,289.39	$0.00	$341,553.74	$120,069.63	$221,484.11	$6,925,805.27
2/5/2019	$6,925,805.27	$0.00	$341,553.74	$116,348.84	$225,204.90	$6,700,600.38
8/5/2019	$6,700,600.38	$0.00	$341,553.74	$112,565.55	$228,988.19	$6,471,612.19
2/5/2020	$6,471,612.19	$0.00	$341,553.74	$108,718.71	$232,835.03	$6,238,777.15
8/5/2020	$6,238,777.15	$0.00	$341,553.74	$104,807.24	$236,746.51	$6,002,030.65
2/5/2021	$6,002,030.65	$0.00	$341,553.74	$100,830.05	$240,723.69	$5,761,306.96
8/5/2021	$5,761,306.96	$0.00	$341,553.74	$96,786.06	$244,767.68	$5,516,539.28
2/5/2022	$5,516,539.28	$0.00	$341,553.74	$92,674.13	$248,879.61	$5,267,659.67
8/5/2022	$5,267,659.67	$0.00	$341,553.74	$88,493.12	$253,060.62	$5,014,599.04
2/5/2023	$5,014,599.04	$0.00	$341,553.74	$84,241.87	$257,311.87	$4,757,287.17
8/5/2023	$4,757,287.17	$0.00	$341,553.74	$79,919.21	$261,634.54	$4,495,652.64
2/5/2024	$4,495,652.64	$0.00	$341,553.74	$75,523.92	$266,029.82	$4,229,622.82
8/5/2024	$4,229,622.82	$0.00	$341,553.74	$71,054.80	$270,498.94	$3,959,123.88
2/5/2025	$3,959,123.88	$0.00	$341,553.74	$66,510.60	$275,043.14	$3,684,080.74
8/5/2025	$3,684,080.74	$0.00	$341,553.74	$61,890.06	$279,663.68	$3,404,417.06
2/5/2026	$3,404,417.06	$0.00	$341,553.74	$57,191.90	$284,361.84	$3,120,055.23
8/5/2026	$3,120,055.23	$0.00	$341,553.74	$52,414.82	$289,138.92	$2,830,916.30
2/5/2027	$2,830,916.30	$0.00	$341,553.74	$47,557.48	$293,996.26	$2,536,920.04
8/5/2027	$2,536,920.04	$0.00	$341,553.74	$42,618.54	$298,935.20	$2,237,984.84
2/5/2028	$2,237,984.84	$0.00	$341,553.74	$37,596.63	$303,957.11	$1,934,027.73
8/5/2028	$1,934,027.73	$0.00	$341,553.74	$32,490.36	$309,063.38	$1,624,964.34
2/5/2029	$1,624,964.34	$0.00	$341,553.74	$27,298.30	$314,255.44	$1,310,708.90
8/5/2029	$1,310,708.90	$0.00	$341,553.74	$22,019.02	$319,534.72	$991,174.19
2/5/2030	$991,174.19	$0.00	$341,553.74	$16,651.06	$324,902.69	$666,271.50
8/5/2030	$666,271.50	$0.00	$341,553.74	$11,192.91	$330,360.83	$335,910.67
2/5/2031	$335,910.67	$0.00	$341,553.74	$5,643.07	$335,910.67	$0.00
Total		7,528,000.00	9,767,219.76	2,239,219.76	7,528,000.00	

REQUEST FOR FINANCING BID
For
City of Hattiesburg, Mississippi
Energy Services Performance Contract

Bid Form

Lease Amount: $7,528,000

Rate of Interest Per Annum: 3.36 %

Escrow Fee: $ 0.00

List Additional Costs: N/A

Attach Payment Schedule based on a lease commencement date of February 5, 2016, with a Principal Amount of $7,528,000, with 29 semi-annual level payments for a fifteen and one-half year (15.5) term beginning August 5, 2017 and ending on August 5, 2031, including a 5 year prepayment option.

For informational purposes list total interest cost and all inclusive rate although Lessee calculation will control.

Total Interest Cost $ 2,239,219.76

All Inclusive Rate: 3.36 %

Bidder's Name: Key Government Finance, Inc.

Address: 1000 S. McCaslin Blvd
Superior, CO 80027

Phone Number: (216) 689-0209

E-mail Address: kevin_p_scott@key.com

Signature: [signature] 1/14/16

Title: Municipal Finance Manager

EXHIBIT C

FORM OF LEASE PURCHASE AGREEMENT

EQUIPMENT LEASE/PURCHASE AGREEMENT
(ESCROW ACCOUNT)

This Equipment Lease/Purchase Agreement (this *"Agreement"*) dated as of February 4, 2016, and entered into between Banc of America Public Capital Corp, a Kansas corporation (*"Lessor"*), and the City of Hattiesburg, Mississippi, a body corporate and politic existing under the laws of the State of Mississippi (*"Lessee"*).

WITNESSETH:

WHEREAS, Lessee desires to lease and acquire from Lessor certain Equipment (as such term is defined herein), subject to the terms and conditions hereof;

WHEREAS, Lessee is authorized under the constitution and laws of the State (as defined herein), including Section 31-7-14 of the Mississippi Code of 1972, as amended from time to time (the "*Act*"), to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Acquisition Amount" means $7,528,000.00. The Acquisition Amount is the amount represented by Lessee to be sufficient, together with proceeds from Lessee if any, to acquire the Equipment.

"Acquisition Period" means the period ending five (5) business days prior to August 31, 2017.

"Agreement" means this Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 13.04 hereof.

"Business Day" means any day other than a Saturday, a Sunday or a day on which banking institutions in the City of Hattiesburg, Mississippi or the City of New York, New York are authorized or obligated by law or executive order to be closed.

"Code" means the Internal Revenue Code of 1986, as amended and/or supplemented from time to time.

"Commencement Date" means the date when Lessee's obligation to pay rent commences hereunder, which shall be the date on which the Acquisition Amount is deposited with the Escrow Agent.

"Contract Rate" means the rate identified as such in the Payment Schedule.

"Equipment" means the property listed in the Equipment Schedule and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article V hereof. Whenever reference is made in this Agreement to Equipment, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

"Equipment Costs" means the total cost of the Equipment, including related costs such as freight, installation and taxes, capitalizable costs, and costs of issuance incurred in connection with the acquisition and/or financing of the Equipment.

"Equipment Schedule" means the equipment schedule attached hereto as Exhibit A and made a part hereof.

"Escrow Account" means the fund established and held by the Escrow Agent pursuant to the Escrow Agreement, if any.

"Escrow Agreement" means the Escrow and Account Control Agreement in form and substance acceptable to and executed by Lessee, Lessor and the Escrow Agent, pursuant to which an Escrow Account is established and administered.

"Escrow Agent" means the Escrow Agent identified in the Escrow Agreement, and its successors and assigns.

"Event of Default" means an Event of Default described in Section 12.01 hereof.

"Fiscal Year" means the fiscal year of the Lessee beginning each October 1st and ending each September 30th.

"Lease Term" means the Original Term and all Renewal Terms, with a final Renewal Term ending on August 4, 2032, unless terminated earlier in accordance with the terms of this Agreement.

"Lessee" means the entity referred to as Lessee in the first paragraph of this Agreement.

"Lessor" means (a) the entity referred to as Lessor in the first paragraph of this Agreement or (b) any assignee or transferee of any right, title or interest of Lessor in and to this Agreement, including the Equipment, the Rental Payments and other amounts due hereunder, pursuant to Section 11.01 hereof, or the Escrow Account, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform hereunder.

"Material Adverse Change" means any change in Lessee's creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Lessee, or (ii) Lessee's ability to perform its obligations under this Agreement.

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at such Commencement Date.

"Payment Schedule" means the payment schedule attached hereto as Exhibit B and made a part hereof.

"*Regulations*" means the Income Tax Regulations promulgated under Section 103 and Sections 141 through 150 of the Code and prior Internal Revenue Acts with the United States of America, including the Regulations effective July 8, 1997, under Section 148 of the Code and the amendments thereto made by notice published in the Federal Register.

"Renewal Terms" means the renewal terms of this Agreement, each having a duration of one year and a term coextensive with Lessee's fiscal year.

"Rental Payments" means the basic rental payments payable by Lessee hereunder pursuant to Section 4.01 hereof, consisting of a principal component and an interest component.

"State" means the State of Mississippi.

"Taxable Rate" means an interest rate equal to the Contract Rate plus a rate sufficient such that the total interest to be paid on any payment date would, after such interest was reduced by the amount of any Federal, state or local income tax (including any interest, penalties or additions to tax) actually imposed thereon, equal the amount of interest otherwise due to Lessor.

"Termination Value" means the amount provided in the Payment Schedule.

"United Sates" means the United States of America.

"Vendor" means the manufacturer, installer or supplier of the Equipment or any other person as well as the agents or dealers of the manufacturer, installer or supplier with whom Lessor arranged Lessee's acquisition, installation, maintenance and/or servicing of the Equipment.

"*Vendor Agreement*" means any contract entered into by Lessee and any Vendor for the acquisition, installation, maintenance and/or servicing of the Equipment.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State, with full power and authority to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder.

(b) Lessee has duly authorized the execution and delivery of this Agreement and the Escrow Agreement by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Escrow Agreement.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(e) Lessee has complied with the Act in accordance with the acquisition by Lessee of the Equipment.

(f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid hereunder.

(g) Lessee has kept, and throughout the Lease Term shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows, and (4) footnotes, schedules and attachments to the financial statements) within 270 days of its fiscal year end, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) upon Lessor's request, its annual budget for any prior or current fiscal year or the following fiscal. The financial statements described in subsection (g) shall be accompanied by an unqualified opinion of Lessee's auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has an immediate need for the Equipment and expects to make immediate use of the Equipment. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Lease Term.

(i) The payment of the Rental Payments or any portion thereof is not directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. Lessee shall not permit the Federal government to guarantee any Rental Payments. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Lessee's financial condition or impairs its ability to perform its obligations under this Agreement or the Escrow Agreement. Lessee will, at its expense, maintain its legal existence in good standing and do any further act and execute, acknowledge, deliver, file, register and record

any further documents Lessor may reasonably request in order to protect Lessor's first priority security interest in the Equipment and the Escrow Account and Lessor's rights and benefits under this Agreement and the Escrow Agreement.

(k) Lessee is the fee owner of the real estate where the Equipment is and will be located and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such real estate.

(l) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

ARTICLE III

Section 3.01. Lease of Equipment. Subject to the terms of this Agreement, Lessor agrees to provide the Acquisition Amount to acquire the Equipment. Lessor hereby demises, leases, transfers and lets to Lessee, and Lessee hereby acquires, rents and leases from Lessor, the Equipment. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term as set forth in the Payment Schedule. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue this Agreement for the next Renewal Term unless Lessee shall have terminated this Agreement pursuant to Section 3.03 or Section 10.01 hereof. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Payment Schedule.

Section 3.02. Continuation of Lease Term. Lessee intends, subject to Section 3.03 hereof, to continue the Lease Term through the Original Term and all Renewal Terms. Lessee affirms that sufficient funds are available for the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due hereunder, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of State law, to have such portion of the budget or appropriation request approved and to exhaust all available reviews and appeals in the event such portion of the budget or appropriation request is not approved.

Section 3.03. Nonappropriation. Lessee is obligated only to pay such Rental Payments as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current Fiscal Year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal

Term. Lessee agrees to deliver written notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees to cease use of the Equipment and peaceably remove and deliver at Lessee's expense the Equipment to Lessor at the location(s) to be specified by Lessor.

Section 3.04. Conditions to Lessor's Performance.

(a) As a prerequisite to the performance by Lessor of any of its obligations under this Agreement, Lessee shall deliver to Lessor the following:

(i) An Escrow Agreement in the form set forth in Exhibit I hereto, satisfactory to Lessor and executed by Lessee and the Escrow Agent;

(ii) A certified copy of a resolution, ordinance or other official action of Lessee's governing body, substantially in the form attached hereto as Exhibit C-1, authorizing the execution and delivery of this Agreement and the Escrow Agreement and performance by Lessee of its obligations under this Agreement and the Escrow Agreement;

(iii) A Certificate executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit C-2, completed to the satisfaction of Lessor;

(iv) Opinions of counsel to Lessee in substantially the forms attached hereto as Exhibit D and otherwise satisfactory to Lessor;

(v) Evidence of insurance as required by Section 7.02 hereof;

(vi) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to Section 6.02 hereof;

(vii) Reserved;

(viii) Reserved;

(ix) A copy of a fully completed and executed Form 8038-G;

(x) A certified copy of any Surety Bond satisfying the conditions set forth in Section 7.04 hereof, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date, provided however, that no "Disbursement Request" pursuant to the Escrow Agreement shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in Section 7.04 have been delivered to Lessor; and

(xi) Such other items reasonably required by Lessor.

(b) In addition, the performance by Lessor of any of its obligations under this Agreement and the Escrow Agreement shall be subject to: (i) no Material Adverse Change in the financial condition of Lessee since the date of this Agreement, and (ii) no Event of Default having occurred and continuing.

(c) Subject to satisfaction of the foregoing, Lessor will deposit the Acquisition Amount with the Escrow Agent.

ARTICLE IV

Section 4.01. Rental Payments. Subject to Section 3.03 hereof, Lessee shall promptly pay Rental Payments, in lawful money of the United States, to Lessor on the dates and in such amounts as provided in the Payment Schedule. Interest on the Acquisition Amount shall begin to accrue as of the Commencement Date. If any Rental Payment or other amount payable hereunder is not paid within 45 days of its due date, Lessee shall pay interest at a rate of one and one-half percent (1 ½%) per month on the amount not timely paid or the maximum amount permitted by State law, whichever is less.

Section 4.02. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal as more fully detailed on the Payment Schedule.

Section 4.03. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of Lessee.

Section 4.04. Rental Payments to be Unconditional. Except as provided in Section 3.03 hereof, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in this Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances, or failure of any Vendor to deliver any Equipment or otherwise perform any of its obligations.

Section 4.05. Tax Covenants.

(a) Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes.

(b) In the event that Lessee does not spend sufficient moneys in the Escrow Account within six (6) months after the date the deposit is made pursuant to Section 3.04(c) hereof, Lessee will, if required by Section 148(f) of the Code to pay rebate: (i) establish an account to deposit the Rebate Amount (as defined in Section 1.148-3(b) of the Regulations) not less frequently than once per year after the Commencement Date (the "*Rebate Account*"); and (ii) rebate to the United States, not less frequently than once every five (5) years after the Commencement Date, an amount equal to at least 90% of the Rebate Amount and within 60 days after payment of all Rental Payments or the Termination Value as provided in Section 10.01(a) hereof, 100% of the Rebate Amount, as required by the Code and any regulations promulgated thereunder. Lessee shall determine or shall cause the Rebate Amount to be determined, if any, as required by the Code and the Regulations and upon payment of all Rental Payments or the Termination Value and shall maintain such determination, together with any supporting documentation required to calculate the Rebate Amount, until six (6) years after the date of the final payment of the Rental Payments or the Termination Value.

Section 4.06. Event of Taxability. Upon the occurrence of an Event of Taxability, the interest component of Rental Payments and any charge on Rental Payments or other amounts payable based on the Contract Rate shall have accrued and be payable at the Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate.

For purposes of this Section, *"Event of Taxability"* means a determination that the interest component is includible for federal income tax purposes in the gross income of the owner thereof due to Lessee's action or failure to take any action.

Section 4.07. Mandatory Prepayment. Any funds not applied to Equipment Costs and remaining in the Escrow Account on the earlier of (a) the expiration of the Acquisition Period and (b) the date on which Lessee executes an Acceptance Certificate (in the form attached hereto as Exhibit E), shall be applied by Lessor on any Rental Payment date to all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the remaining principal balance owing hereunder in the inverse order of Rental Payment dates.

ARTICLE V

Section 5.01. Delivery, Installation and Acceptance of Equipment.

(a) Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location(s) specified in the Equipment Schedule and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor an "Acceptance Certificate" in the form attached hereto as Exhibit E.

(b) Lessee shall deliver to Lessor original invoices (and proof of payment of such invoices) and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee.

Section 5.02. Quiet Enjoyment of Equipment. So long as Lessee is not in default hereunder, neither Lessor nor any entity claiming by, through or under Lessor, shall interfere with Lessee's quiet use and enjoyment of the Equipment during the Lease Term.

Section 5.03. Location; Inspection. Once installed, no item of the Equipment will be moved or relocated from the location specified for it in the Equipment Schedule without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property where the Equipment is located for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee shall not install, use, operate or maintain the Equipment (or cause the Equipment to be installed, used, operated or maintained) improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated hereby. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body, including, without limitation, all anti-money laundering laws and regulations; *provided* that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest (including the reversionary interest) of Lessor in and to the Equipment or its interest or rights hereunder.

Lessee agrees that it (a) will maintain, preserve, and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer; and (b) replace or rebuild any component of the Equipment that becomes permanently unfit for normal use or inoperable during the Lease Term (herein, the "*Inoperable Component*") in order to keep the Equipment as a whole in good repair and working order during the Lease Term. Lessee shall promptly notify Lessor in writing when any component of the Equipment is reasonably expected within forty-five (45) days to become an Inoperable Component. Lessee shall promptly replace or rebuild the Inoperable Component with a similar component of comparable or improved make and model that has at least the equivalent value and utility of the Inoperable Component, a remaining useful life of no less than the remaining Lease term and such replacement or rebuilt component shall be in good operating condition. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance upon the return of the Equipment to Lessor as provided for herein.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lessor.

ARTICLE VI

Section 6.01. Title to the Equipment. During the Lease Term, and so long as Lessee is not in default under Article XII hereof, all right, title and interest in and to each item of the Equipment shall be vested in Lessee immediately upon its acceptance of each item of Equipment, subject to the terms and conditions hereof. Lessee shall at all times protect and defend, at its own cost and expense, its title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default or upon termination of this Agreement pursuant to Section 3.03 hereof, full and unencumbered legal title to the Equipment shall, at Lessor's option, pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 12.02 hereof. Upon purchase of the Equipment by Lessee pursuant to Section 10.01 hereof, Lessor's security interest or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security interest in the Equipment.

Section 6.02. Security Interest. As additional security for the payment and performance of all of Lessee's obligations hereunder, Lessee hereby grants to Lessor a first priority security interest constituting a first lien on (a) the Equipment, (b) moneys and investments held from time to time in the Escrow Account and (c) any and all proceeds of any of the foregoing. Lessee authorizes Lessor to file (and Lessee agrees to execute, if applicable) such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Equipment, the Escrow Account and the proceeds thereof, including, without limitation, such financing statements with respect to personal property and fixtures under Article 9 of the Uniform Commercial Code of the State.

Section 6.03. Personal Property, No Encumbrances. Lessee agrees that the Equipment is deemed to be and will remain personal property, and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon, to the extent allowed by State law. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on any of the real estate where the Equipment is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; provided, that if Lessor or its assigns is furnished with a waiver of interest in the Equipment acceptable to Lessor or its assigns in its discretion from any party taking an interest in any such real estate prior to such interest taking effect, such consent shall not be unreasonably withheld.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, liens, and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all State property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to State property taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due; *provided* that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term.

Section 7.02. Insurance. Lessee shall during the Lease Term maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and additional insured and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the greater of (i) the then applicable Termination Value of the Equipment or (ii) the replacement cost of the Equipment; (b) liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability with limits of at least $500,000 per occurrence/$500,000 in the aggregate for bodily injury and property damage coverage, and excess liability umbrella coverage of at least $5,000,000, and in all events in form and amount satisfactory to Lessor; and (c) worker's compensation coverage as required by the laws of the State; *provided* that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and/or (b). In the event Lessee is permitted, at Lessor's sole discretion, to self-insure as provided in this Section, Lessee shall provide to Lessor a self-insurance letter in substantially the form attached hereto as Exhibit F. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification.

Section 7.03. Risk of Loss. Whether or not covered by insurance or self-insurance, Lessee hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Agreement. Whether or not covered by insurance or self-insurance, Lessee hereby agrees to reimburse Lessor (to the fullest extent permitted by applicable State law, but only from legally available funds) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lessor, regardless of the cause thereof and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into of this Agreement or any of the transactions contemplated hereby, (b) the ordering, acquisition, ownership use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of

the Equipment, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (d) the breach of any covenant of Lessee under or in connection with this Agreement or any material misrepresentation provided by Lessee under or in connection with this Agreement. The provisions of this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 7.04. Surety Bonds; Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties. Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment, a payment and performance bond ("Surety Bond") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied first to amounts due Lessor under this Agreement, and any remaining amounts shall be payable to Lessee.

In the event of a material default of any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to the Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds and adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee's obligations hereunder.

Section 7.05. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at a rate equal to the Contract Rate plus 5% per annum or the maximum amount permitted by State law, whichever is less.

ARTICLE VIII

Section 8.01. Damage, Destruction and Condemnation. If, prior to the termination of the Lease Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, (i) Lessee and Lessor will cause the Net Proceeds of any insurance claim or

condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment and any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee or (ii) Lessee shall exercise its option to purchase the Equipment in accordance with Section 10.01(b) hereof.

During the Original Term and any Renewal Term, the Lessee elects to replace any item of the Equipment (the *"Replaced Equipment"*) pursuant to this Section, the replacement equipment (the *"Replacement Equipment"*) shall be new or of a quality, type, utility and condition at least as good as the Replaced Equipment, shall be of equal or greater value than the Replaced Equipment and shall provide at least the same level of energy and/or operational savings expected in the aggregate from the Replaced Equipment prior to such casualty, destruction or condemnation. Lessee shall grant to Lessor a first priority security interest in any such Replacement Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor's security interest in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement. Lessee shall complete the documentation of Replacement Equipment on or before the next Rental Payment date after the occurrence of a casualty event, or be required to exercise its option to purchase the damaged equipment in accordance with Section 10.01(b) hereof.

For purposes of this Article, the term *"Net Proceeds"* shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01 above, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Termination Value for the Equipment, and, upon such payment, the Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing such Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV hereof.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for

particular purpose or fitness for use of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment shall be on an "as is" basis. To the extent allowed by State law, Lessor shall not be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement.

Section 9.02 Vendor's Agreements; Warranties. Lessee covenants that it shall not in any material respect amend, modify, rescind or alter any Vendor Agreement without the prior written consent of Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default under this Agreement, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. To the extent allowed by the State law, Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the applicable Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor hereunder, including the right to receive full and timely Rental Payments. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to the Equipment.

ARTICLE X

Section 10.01. Purchase Option. Lessee shall have the option to purchase all, but not less than all, of the Equipment, at the following times and upon the following terms:

(a) From and after the date specified (if any) in the Payment Schedule (the "*Purchase Option Commencement Date*"), on the Rental Payment dates specified in the Payment Schedule, upon not less than 30 days' prior written notice, and upon payment in full of the Rental Payments then due and all other amounts then owing hereunder plus the then applicable Termination Value, which may include a prepayment premium on the unpaid balance as set forth in the Payment Schedule; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option (which shall be the earlier of the next Rental Payment date or 60 days after the casualty event) upon payment in full to Lessor of the Rental Payment then due plus the then applicable Termination Value (or, in the event such purchase occurs on a date other than a Rental Payment date, the sum of (i) the Termination Value relating to the Rental Payment immediately prior to the date of such purchase plus (ii) accrued interest on the Outstanding Balance relating to the Rental Payment immediately prior to the date of such purchase, plus all other amounts then owing hereunder); or

(c) Upon the expiration of the Lease Term, upon payment in full of all Rental Payments then due and all other amounts then owing hereunder, and the payment of $1.00 to Lessor.

After payment of the applicable Termination Value and all other amounts owing hereunder, Lessor's security interests in and to such Equipment will be terminated and Lessee will own the Equipment free and clear of Lessor's security interest in the Equipment.

ARTICLE XI

Section 11.01. Assignment by Lessor.

(a) Lessor's right, title and interest in and to this Agreement, the Rental Payments and any other amounts payable by Lessee hereunder, the Escrow Agreement, its security interest in the Equipment and Escrow Account, and all proceeds therefrom may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor, without the necessity of obtaining the consent of Lessee but with written notice to Lessee; *provided,* that any such assignment, transfer or conveyance to a trustee for the benefit of owners of certificates of participation shall be made in a manner that conforms to any applicable State law. Nothing in this Section 11.01 shall be construed, however, to prevent Lessor from executing any such assignment, transfer or conveyance that does not involve funding through the use of certificates of participation within the meaning of applicable State law, including any such assignment, transfer or conveyance as part of a multiple asset pool to a partnership or trust; *provided* such certificates are sold only on a private placement basis (and not pursuant to any "public offering") to a purchaser(s) who represents that (i) such purchaser has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment, (ii) such purchaser understands that neither this Agreement nor certificates will be registered under the Securities Act of 1933, (iii) such purchaser is either an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, or a qualified institutional buyer within the meaning of Rule 144A, and (iv) it is the intention of such purchaser to acquire such certificates (A) for investment for its own account or (B) for resale in a transaction exempt from registration under the Securities Act of 1933; *provided further,* that in any event, Lessee shall not be required to make Rental Payments, to send notices or to otherwise deal with respect to matters arising under this Agreement with or to more than one individual or entity.

(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section 11.01 shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided,* that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, trust certificates or partnership interests with respect to the Rental Payments payable under this Agreement, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank or trust company as trustee or paying agent. During the Lease Term, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. To the extent allowed by State law, Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or the Vendor. Assignments in part may include without limitation assignment of all of Lessor's security interest in and to the Equipment and all rights in, to and under this Agreement related to such

Equipment, and all of Lessor's security interest in and to the Escrow Account, or all rights in, to and under the Escrow Agreement.

(c) If Lessor notifies Lessee of its intent to assign this Agreement, Lessee agrees that it shall execute and deliver to Lessor a Notice and Acknowledgement of Assignment substantially in the form of Exhibit H attached hereto within five (5) Business Days after its receipt of such request.

Section 11.02. Assignment and Subleasing by Lessee. **None of Lessee's right, title, and interest in, to and under this Agreement or any portion of the Equipment or the Escrow Agreement or the Escrow Account may be assigned, encumbered or subleased by Lessee for any reason, and any purported assignment, encumbrance or sublease without Lessor's prior written consent shall be null and void.**

ARTICLE XII

Section 12.01. Events of Default Defined. Any of the following events shall constitute an *"Event of Default"* under this Agreement:

(a) Failure by Lessee to (i) pay any Rental Payment or other payment required to be paid under this Agreement within 45 days of the date when due as specified herein subject to the provisions of Section 3.03 hereof or (ii) maintain insurance as required herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement contained in this Agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; *provided* that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor, if such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by Lessor or any affiliate of Lessor, or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregated amount in excess of $1,000,000.00;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy

or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization, moratorium or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating the Lease Term, Lessor may enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee and other amounts hereunder or the Equipment that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies hereunder, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 3.03 hereof. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities hereunder or the Equipment;

(c) Lessor may terminate the Escrow Agreement and apply any proceeds in the Escrow Account to the Rental Payments due hereunder; and

(d) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement or the Escrow Agreement or as a secured party in any or all of the Equipment or the Escrow Account.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor

to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. Amendments, Changes and Modifications. This Agreement may only be amended by Lessor and Lessee in writing.

Section 13.05. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.06. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 13.07. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

[Add provisions that State-specific provisions may be in a separate rider document incorporated hereto as necessary, and that rider prevails in any contradiction.]

[*Remainder of Page Intentionally Left Blank*]

[*Signature Page Follows*]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:	LESSEE:
Banc of America Public Capital Corp	City of Hattiesburg, Mississippi
11333 McCormick Road	200 Forrest Street
Hunt Valley II	Hattiesburg, MS 39403
M/C MD5-032-07-05	
Hunt Valley, MD 21031	
Attention: Contract Administration	Attention: Chief Financial Officer
Fax No.: (443) 541-3057	Fax No.: 601-545-4563
By: _____	By: _____
Name: _____	Name: Johnny Dupree, Mayor
Title: _____	Title: _____
	(Seal)
	Attest:
	By: _____
	Name: _____
	Title: _____

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that this Agreement constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

List of Exhibits

Exhibit A -- Equipment Schedule
Exhibit B -- Payment Schedule
Exhibit C-1 -- Form of Authorizing Resolution
Exhibit C-2 -- Form of Signature Identification and No-Litigation Certificate
Exhibit D -- Form of Opinion of Counsel Form
Exhibit E -- Form of Acceptance Certificate
Exhibit F -- Form of Self-Insurance Certificate
Exhibit G -- Reserved
Exhibit H -- Form of Notice and Acknowledgement of Assignment
Exhibit I -- Form of Escrow and Account Control Agreement

EXHIBIT A

EQUIPMENT SCHEDULE

Location of Equipment: See Performance Contract dated August 28, 2015 by and between City of Hattiesburg, Mississippi and Johnson Controls, Inc.

Equipment Description (Scope of Work): See Performance Contract dated August 28, 2015 by and between City of Hattiesburg, Mississippi and Johnson Controls, Inc.

EXHIBIT B

PAYMENT SCHEDULE

Payment Date	Payment Amount	Interest Portion	Principal Portion	Outstanding Balance	Termination Value (including prepayment premium, if applicable)
2/4/2016				7,528,000.00	
8/4/2017	203,714.00	290,769.00	(87,055.00)	7,615,055.00	7,767,356.10
2/4/2018	261,822.00	98,043.83	163,778.17	7,451,276.83	7,600,302.37
8/4/2018	261,822.00	95,935.19	165,886.81	7,285,390.02	7,431,097.82
2/4/2019	268,084.50	93,799.40	174,285.10	7,111,104.92	7,253,327.02
8/4/2019	268,084.50	91,555.48	176,529.02	6,934,575.89	7,073,267.41
2/4/2020	276,127.00	89,282.66	186,844.34	6,747,731.56	6,882,686.19
8/4/2020	276,127.00	86,877.04	189,249.96	6,558,481.60	6,689,651.24
2/4/2021	284,411.00	84,440.45	199,970.55	6,358,511.05	6,485,681.27
8/4/2021	284,411.00	81,865.83	202,545.17	6,155,965.88	6,279,085.20
2/4/2022	292,943.50	79,258.06	213,685.44	5,942,280.44	6,061,126.05
8/4/2022	292,943.50	76,506.86	216,436.64	5,725,843.81	5,840,360.68
2/4/2023	292,653.00	73,720.24	218,932.76	5,506,911.04	5,617,049.26
8/4/2023	292,653.00	70,901.48	221,751.52	5,285,159.52	5,390,862.71
2/4/2024	301,433.00	68,046.43	233,386.57	5,051,772.95	5,152,808.41
8/4/2024	301,433.00	65,041.58	236,391.42	4,815,381.53	4,911,689.16
2/4/2025	310,476.50	61,998.04	248,478.46	4,566,903.07	4,658,241.13
8/4/2025	310,476.50	58,798.88	251,677.62	4,315,225.44	4,401,529.95
2/4/2026	319,791.00	55,558.53	264,232.47	4,050,992.97	4,132,012.83
8/4/2026	319,791.00	52,156.53	267,634.47	3,783,358.51	3,859,025.68
2/4/2027	329,384.50	48,710.74	280,673.76	3,502,684.75	3,572,738.44
8/4/2027	329,384.50	45,097.07	284,287.43	3,218,397.31	3,282,765.26
2/4/2028	339,265.00	41,436.87	297,828.13	2,920,569.18	2,978,980.56
8/4/2028	339,265.00	37,602.33	301,662.67	2,618,906.51	2,671,284.64
2/4/2029	349,444.00	33,718.42	315,725.58	2,303,180.93	2,349,244.55
8/4/2029	349,444.00	29,653.45	319,790.55	1,983,390.38	2,023,058.19
2/4/2030	359,927.00	25,536.15	334,390.85	1,648,999.53	1,681,979.52
8/4/2030	359,927.00	21,230.87	338,696.13	1,310,303.40	1,336,509.47
2/4/2031	370,725.00	16,870.16	353,854.84	956,448.56	975,577.53
8/4/2031	370,725.00	12,314.28	358,410.72	598,037.83	609,998.59
2/4/2032	381,847.00	7,699.74	374,147.26	223,890.57	228,368.38
8/4/2032	226,773.16	2,882.59	223,890.57	-	-
	9,525,308.16	1,997,308.16	7,528,000.00		

Contract Rate. The Contract Rate is 2.575% per annum.

Purchase Option Commencement Date. For purposes of Section 10.01 of the Agreement, the Purchase Option Commencement Date is August 4, 2017.

LESSOR: Banc of America Public Capital Corp	LESSEE: City of Hattiesburg, Mississippi
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT C-1

FORM OF AUTHORIZING RESOLUTION

The Mayor and City Council (the "**Governing Body**") of the City of Hattiesburg, Mississippi (the "**City**") acting for and on behalf of the City, took up for consideration the matter of approving and authorizing the City's $7,528,000 Equipment Lease/Purchase Agreement for that certain Performance Contract by and between the City and Johnson Controls, Inc., dated August 28, 2015 undertaken pursuant to the Mississippi Development Authority's Capital Lease Program to finance energy efficiency and conservation equipment for certain facilities located throughout the City (the "**Project**"), and to pay for associated transactional costs:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI (THE "CITY"), AUTHORIZING AND APPROVING THE FORM OF AND EXECUTION OF AN EQIPMENT LEASE/PURCHASE AGREEMENT BETWEEN THE CITY AND BANC OF AMERICA PUBLIC CAPITAL CORP AND AN ESCROW AND ACCOUNT CONTROL AGREEMENT BETWEEN THE CITY AND BANC OF AMERICA PUBLIC CAPITAL CORP AND BANK OF AMERICA, N.A., AS ESCROW AGENT, ALL IN CONNECTION WITH THAT CERTAIN PERFORMANCE CONTRACT UNDERTAKEN PURSUANT TO THE MISSISSIPPI DEVELOPMENT AUTHORITY CAPITAL LEASE PROGRAM TO FINANCE ENERGY EFFICIENCY AND CONSERVATION EQUIPMENT FOR CERTAIN FACILITIES LOCATED THROUGHOUT THE CITY, AND RELATED MATTERS.

WHEREAS, the City is authorized by Sections 31-7-13(e) *et seq.* of the Mississippi Code of 1972, as amended and supplemented from time to time (the "**Act**") to finance the lease-purchase of equipment; and

WHEREAS, Friedman, Luzzatto & Co., the municipal advisor, designated to provide financial advisory services to the Mississippi Development Authority ("**MDA**") related to the capital lease financing energy program at MDA (the "**Financial Advisor**"), sent requests to sixteen (16) banks, a copy of the Request for Financing (the "**Request for Financing**") and the list of banks is attached hereto as **EXHIBIT A** and made a part hereof, soliciting proposals for the financing of the Project with proposals due January 14, 2016; and

WHEREAS, the City received proposals from five (5) banks on January 14, 2016, a copy of each proposal is attached hereto as **EXHIBIT B** and made a part hereof, and after due consideration by the Governing Body, the proposal by Banc of America Public Capital Corp , Chicago, Illinois (the "**Bank**"), contains the lowest interest rate and most favorable terms for the City; and

WHEREAS, there has been prepared and submitted to the City an Equipment Lease/Purchase Agreement to be dated the date of closing, by and between the City and the Bank, along with any and all attachments (collectively, the "**Lease Purchase Agreement**"); and

WHEREAS, there has been prepared and submitted to the City an Escrow and Account Control Agreement to be dated the date of closing (the "**Escrow Agreement**" and together with the Lease Purchase Agreement, the "**City Documents**") by and among the City, the Bank and

Bank of America, National Association, as escrow agent, pursuant to which proceeds shall be held and distributed for the payment of the Project; and

WHEREAS, the Governing Body does now find, determine and adjudicate that the City Documents regarding the financing of the Project are in the best interest of the City and finds it necessary to approve the form of and the execution of the City Documents; and

WHEREAS, that it is in the best interest of the City to authorize the law firm of Butler Snow LLP, as Special Tax Counsel, to prepare and distribute such resolutions, documents, certificates and opinions necessary in order to facilitate the financing of the Project; and

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

SECTION 1. This resolution is adopted by the Governing Body of the City pursuant to the Act and all matters and things recited in the premises and preamble of this resolution are found and determined to be true and accurate.

SECTION 2. The Governing Body herein authorizes Butler Snow LLP, Ridgeland, Mississippi, as Special Tax Counsel, to prepare the resolutions, documents, certificates and opinions necessary for the Project.

SECTION 3. The Governing Body hereby approves the form of and execution of the Lease Purchase Agreement and hereby authorizes the Mayor of the City (the "**Mayor**") and the City Clerk to execute the Lease Purchase Agreement on behalf of the Governing Body and the City. All provisions of the Lease Purchase Agreement, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set our verbatim herein, which said Lease Purchase Agreement shall be in substantially the form as provided in **EXHIBIT C**, attached hereto and made a part hereof, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 4. The Governing Body hereby approves the form of and execution of the Escrow Agreement and hereby authorizes the Mayor and the City Clerk to execute the Escrow Agreement on behalf of the Governing Body and the City. All provisions of the Escrow Agreement, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set out verbatim herein, which said Escrow Agreement shall be in substantially the form as provided in **EXHIBIT D**, attached hereto and made a part hereof, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 5. The City hereby covenants that it will not make any use of the proceeds of the City Documents or do or suffer any other action that would cause: (i) the Lease Purchase Agreement to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code, and the regulations promulgated thereunder (the "**Regulations**"); (ii) the interest on the Lease Purchase Agreement to be included in the gross income of the Bank thereof for federal income taxation

purposes; or (iii) the interest on the Lease Purchase Agreement to be treated as an item of tax preference under Section 57(a)(5) of the Code.

SECTION 6. The City further represents and covenants as follows:

(a) The City shall timely file with the Ogden, Utah Service Center of the Internal Revenue Service, such information report or reports as may be required by Section 148(f) and 149(e) of the Code;

(b) The City shall take no action that would cause the Lease Purchase Agreement to be "federally guaranteed" within the meaning of Section 149(b) of the Code;

(c) The City shall take all necessary action to have the Lease Purchase Agreement registered within the meaning of Section 149(a) of the Code; and

(d) The City will not employ any device or abusive transaction with respect to the investment of the proceeds of the Lease Purchase Agreement.

SECTION 7. The interest on the Lease Purchase Agreement is exempt from federal income taxes under existing laws, regulations, rulings and judicial decisions with such exceptions as shall be required by the Code. Under existing law, interest on the Lease Purchase Agreement is exempt from present taxes imposed by the State of Mississippi (the "**State**") and any city, municipality or other political subdivision of the State, except for inheritance, estate and transfer taxes.

SECTION 8. The City reasonably expects that it will incur expenditures prior to the issuance of the Lease Purchase Agreement, which it intends to reimburse with the proceeds of the Lease Purchase Agreement upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Lease Purchase Agreement in anticipation of the issuance of the Lease Purchase Agreement is made pursuant to Section 1.150-2 of the Regulations. The expenditures to be made as a result of the Project and the maximum principal amount of debt expected to be incurred for the financing thereof is $7,528,000.

SECTION 9. The Governing Body hereby authorizes and directs any officer to approve the payment of costs incidental to the delivery of the City Documents, including but not limited to the payment of legal and financial advisory fees, which may be paid from proceeds of the Lease Purchase Agreement.

SECTION 10. The Mayor of the City is hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the payment of the costs associated with the City Documents.

SECTION 11. The Mayor and the City Clerk are hereby further authorized and directed to execute and deliver any additional documents, agreements, instruments, requisitions and certificates which are required in connection with the City Documents. If the date of the issuance and delivery of the City Documents and/or the execution and delivery of any of the documents attached hereto and adopted hereby occurs after March 2016, then the Mayor and the City Clerk are hereby fully authorized to approve all applicable and necessary changes to the

documents attached hereto or otherwise and related to such change to provide for the dating of the documents for the appropriate month in 2016, the execution of said documents being conclusive evidence of such approval, and no further action shall be required of the Governing Body of the City to approve such date changes.

SECTION 12. Except as otherwise expressly provided herein, nothing in this resolution, express or implied, is intended or shall be construed to confer upon any such person or form or corporation other than the Bank and the City, any right, remedy or claim, legal or equitable, under and by reason of this resolution or any of the provisions hereof.

SECTION 13. In case any one or more of the provisions of this resolution or the City Documents, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution or any of the other documents, as applicable, shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained therein. The terms and conditions set forth in the City Documents, the pledge of the moneys and property under the City Documents, the receipt of payments made on the Lease Purchase Agreement, the provisions relating to the proceeds derived from the City Documents, and receipts are all commitments and agreements on the part of the City and the validity or the invalidity of the City Documents shall not affect the commitments on the part of the City to handle such proceeds and such moneys and property, and receipts for the purposes, in the manner and according to the terms and conditions fixed in the City Documents, it being the intention hereof that such commitments on the part of the City are binding as if contained in this resolution separate and apart from the City Documents.

SECTION 14. No stipulation, obligation or agreement herein contained or contained in the City Documents or other documents necessary to conclude the closing shall be deemed to be a stipulation, obligation or agreement of any officer, director, agent or employee of the City in such person's individual capacity, and no such officer, director, agent or employee shall be personally liable on the City Documents or be subject to personal liability or accountability by reason of the closing thereof.

SECTION 15. When the Lease Purchase Agreement is finalized and the transaction is closed, the City Clerk is hereby authorized and directed to prepare and furnish to the Bank certified copies of all the proceedings and records of the City, relating to the City Documents and such other affidavits and certificates as may be required to show the facts relating to the legality of the City Documents as such facts appear from the books and records to the City Clerk's; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the City as to the trust of all statements contained therein.

SECTION 16. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, directors, agents and employees of the Bank are hereby authorized, empowered and directed to do all such acts and things to and execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the City Documents or other documents necessary to conclude the closing and to document the City's compliance with the Act.

SECTION 17. The Mayor and/or City Clerk are hereby authorized to sign and file or cause to be filed completed (a) one or more I.R.S. Form 8038-G "Information Return for Government Obligations" as required by Section 149(e) of the Internal Revenue Code of 1986, as amended (the "**Code**") in connection with the City Documents and (b) any other I.R.S. forms and/or certificates required to be filed in connection with the closing of the Lease Purchase Agreement.

SECTION 18. The Mayor and/or City Clerk are hereby authorized to execute a non-arbitrage certification or agreement in order to comply with Section 148 of the Code and the applicable regulations thereunder.

SECTION 19. All acts and doings of the officers of the City that are in conformity with the purposes and intents of this resolution and in furtherance of the closing of the City Documents, from time to time, and the execution, delivery and performance of each of the documents to which the City is a party, shall be, and the same hereby are, in all respects approved and confirmed.

SECTION 20. This resolution shall become effective immediately and all resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, repealed.

SECTION 21. 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.

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

Yeas: _____	Nays: _____	Absent: _____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The President thereby declared the motion carried and the resolution adopted this the 2nd day of February, 2016.

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 2nd day of February, 2016

CITY CLERK **MAYOR**

(SEAL)

EXHIBIT C-2

FORM OF SIGNATURE IDENTIFICATION AND NO-LITIGATION CERTIFICATE

SIGNATURE IDENTIFICATION AND NO-LITIGATION CERTIFICATE
STATE OF MISSISSIPPI, CITY OF HATTIESBURG

We, the undersigned Mayor and City Clerk of the City of Hattiesburg, Mississippi (the "**City**") do hereby certify that:

1. We did officially execute that certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016 (the "**Lease Agreement**"), by and between the City and Banc of America Public Capital Corp. (the "**Lessor**") and the Escrow and Account Control Agreement, dated as of February 4, 2016 (the "**Escrow Agreement**" and together with the Lease Agreement, the "**City Documents**") by and among the City, the Lessor and Bank of America, National Association, as escrow agent, in connection with that certain Performance Contract undertaken pursuant to the Mississippi Development Authority's Capital Lease Program to finance energy efficiency and conservation equipment for certain facilities located throughout the City, payable on _____ 1 and _____ 1 of each year, commencing _____, in the principal amounts and at the interest rate as follows:

Payment Date	Payment Amount	Interest Portion	Principal Portion	Outstanding Balance

2. On the date of the City Documents, we were the duly chosen, qualified and acting officers indicated thereon and authorized to execute same in the name of the City by our manual signatures.

3. No controversy or litigation of any nature is now pending or threatened restraining or enjoining the execution of the City Documents, or the making of provision for the payment of the interest thereon and principal thereof when the same shall become due, or in any manner questioning the proceedings and authority for approving or authorizing the City Documents, or affecting directly or indirectly the validity or legality of the City Documents or any provision made or authorized for their payment.

4. No controversy or litigation is now pending or threatened affecting the corporate existence or boundaries of the City or the title of the present officers thereof, or any of them, to their respective offices and none of the proceedings or authority for the City Documents has been repealed, revoked or rescinded.

5. All approvals, consents and orders of, of filings with, any governmental authority, legislative body, agency or commission which could constitute a condition precedent to, or the absence of which would adversely affect, the due performance by the City of its obligations under the City Documents have been duly obtained.

6. The City is not in breach of or in default under any applicable constitutional provision, law or administrative regulation of the State of Mississippi (the "**State**") or the United States of America or any applicable judgment or decree or any local agreement, indenture, bond, note, ordinance, resolution, agreement or other instrument to which the City is a party or to which the City or its property is otherwise subject. No event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would, on the part of the City, constitute a default or event of default under any instrument referred to above. The adoption of the resolution on February 2, 2016 and the execution and delivery of the City Documents and compliance with the terms thereof by the City will not conflict with or constitute a breach of or default under any such instrument or provision referred to above, nor will any such execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrances of any nature whatsoever upon any of the property of the City or under the terms of any such provision or instrument referred to above except as otherwise provided by the resolution, if any. No Default of Event of Default (as such terms are defined in the Lease Agreement) has occurred and is continuing.

7. To the best of our knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or threated against the City or the rights of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the issuance, execution, or delivery of the City Documents, or in any way contesting or affecting the validity or enforceability of the resolution or the City Documents, or contesting or affecting the validity, the corporate existence or the powers of the City or any authority, right or power for the issuance, execution and delivery of the City Documents, nor is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the resolution or the City Documents. Further, there is no litigation or proceedings pending or, to the best of our knowledge, threated against the City in connection with the City Documents and all amendments and supplements to those documents or the transactions contemplated in them which, if adversely determined, would materially and adversely affect the business and condition of the City, or which seeks to enjoin, restrain or otherwise impair consummation of the transactions contemplated by such documents.

8. The following are now, and have continuously been since the dates of the beginning of their respective current terms of office shown below, the duly appointed, qualified and acting members of the City Council, and the dates of the beginning and ending of their respective current terms of office are hereunder correctly designated opposite their names:

(The remainder of this page is left intentionally blank.)

Councilperson	Month & Year of Beginning Current Term	Month & Year Ending of Current Term
Kim Bradley	July 2013	June 2017
Deborah Denard Delgado	July 2013	June 2017
Carter Carroll	July 2013	June 2017
Mary Dryden	July 2013	June 2017
Henry Naylor	July 2013	June 2017

9. The following persons are duly elected, qualified and acting officers of the City as indicated beside their names; that they are authorized and empowered and directed to sign any and all instruments and documents necessary to implement the City Documents and that the signatures beside the names of said officers are true, correct and perfect specimens of each of their signatures.

Name	Title	Signature
Johnny L. Dupree	Mayor	_____
Kermas Eaton	City Clerk	_____

10. The City is a duly created an validly existing separate body corporate and politic of the State and authorized to enter into lease purchase agreements/transactions pursuant to Section 31-7-13(e) of the Mississippi Code of 1972, as amended and supplemented from time to time (the "**Act**"). The City has complied in all respects with the laws of the State, including the Act. The City has the fully legal right, power and authority to enter into the City Documents in accordance with the Act; to adopt the resolution included in the transcript of proceedings; and to carry out and consummate all other transactions contemplated by the City Documents. The City Documents constitute the valid and binding obligations and agreements of the City, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws, judicial decisions and principals of equity relating to or affecting creditors' rights generally and subject to the valid exercise of the constitutional powers of the State and the United States of America.

(The remainder of this page is left intentionally blank.)

IN WITNESS WHEREOF, we have hereunto affixed our signature and impressed hereon the official seal of the City of Hattiesburg, Mississippi, this, the 4th day of February 2016.

Johnny L. Dupree, Mayor
City of Hattiesburg, Mississippi

Kermas Eaton, City Clerk
City of Hattiesburg, Mississippi

(SEAL)

The undersigned hereby certifies that the above signatures of Johnny Dupree and Kermas Eaton, respectively, are the true and lawful signatures of the said Johnny L. Dupree, as Mayor of the City and of the said Kermas Eaton, as City Clerk of the City.

Annie Amos, City Attorney

EXHIBIT D

FORM OF OPINION OF COUNSEL TO LESSEE

February 4, 2016

Mayor and City Council
City of Hattiesburg, Mississippi
Hattiesburg, Mississippi

Banc of America Public Capital Corp.
Chicago, Illinois

Re: Equipment Lease/Purchase Agreement, dated as of February 4, 2016, (the "**Lease**") by and between Banc of America Public Capital Corp. (the "**Lessor**") and the City of Hattiesburg, Mississippi

Ladies and Gentlemen:

We have acted as special tax counsel to the City of Hattiesburg, Mississippi (the "**Lessee**") in connection with a transaction involving the Lease by and between the Lessor and the Lessee. Pursuant to the terms of the Lease, the Lessee has the use of and an option to purchase certain equipment on certain conditions upon payment of the rentals and purchase price set forth therein.

We have reviewed an executed copy of the Lease and an executed copy of the Escrow and Account Control Agreement, dated as of February 4, 2016 (the "**Escrow Agreement**"), among the Lessor, the Lessee and (insert name of escrow bank), as escrow agent thereunder, and, in addition, we have reviewed and considered the Internal Revenue Code of 1986, as amended and/or supplemented from time to time (the "**Code**"), and the applicable regulations thereunder promulgated by the United States Treasury Department, and other applicable State of Mississippi (the "**State**") statutes and regulations.

In rendering the opinion set forth herein, we have assumed without undertaking to investigate the same by independent investigation or research that (a) the Lease and Escrow Agreement have been duly authorized and executed and that each constitutes a valid and binding obligation of the parties thereto, and (b) the Lessee has fully complied with and fulfilled and will continue to fully comply with and fulfill all covenants and requirements of the Lease and the Escrow Agreement.

Reference is made to the opinion of Amos Law Offices, PLLC, counsel for the Lessee, which opinion provides that the Lease and Escrow Agreement have been duly authorized and delivered by the Lessee and are valid and binding obligations of the Lessee.

Based upon the foregoing review and assumptions, and subject to the following qualifications, it is our opinion that, under existing law and current rulings and official interpretations of law by the United States Internal Revenue Service, the interest portion of each rental payment paid by the Lessee under the Lease is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. It should be noted, however, that for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest portions are taken into account in determining adjusted current earnings. The opinions set forth in this paragraph are subject to the condition that the Lessee comply with all requirements of the Code (and other applicable State and local laws) that must be satisfied subsequent to the execution and delivery of the Lease in order that interest thereon be, or continue to be, excludable from gross income for federal and State and local income tax purposes. The Lessee has covenanted to comply with each such requirement in the Lease. Failure to comply with certain of such requirements may cause the inclusion of the interest portion of each rental payment paid by the Lessee under the Lease in gross income for federal, State and local income tax purposes retroactive to the date of the execution and delivery of the Lease.

In addition, under existing law and current rulings, the interest portion of each rental payment paid by the Lessee under the Lease is not includable in gross income for State income tax purposes.

We express no opinion regarding other federal tax consequences arising with respect to the Lease.

No attorney-client relationship has existed or exists between us and anyone other than the Lessee in connection with the Lease by virtue of this opinion letter.

For the purposes of this opinion, our services as special tax counsel have not extended beyond the examinations and expressions of the conclusions referred to above. We are opining only upon those matters set forth herein, and we are not passing upon the accuracy, adequacy or completeness of any statements made in connection with the financial condition or capabilities of the Lessee or upon any federal or State tax consequences arising from the receipt or accrual of the interest portion of each rental payment paid under the Lease or the ownership or disposition thereof, except those specifically addressed herein.

The opinions expressed herein are expressed only as of the date hereof and are based on an analysis of existing laws, regulations, rulings and court decisions. These opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after the date hereof, and we disclaim any obligation to update this letter.

The addressees hereof, and their respective successors and assigns are entitled to rely on this opinion.

Very truly yours,

BUTLER SNOW LLP

February 4, 2016

Mayor and City Council
City of Hattiesburg, Mississippi
Hattiesburg, Mississippi

Banc of America Public Capital Corp.
Chicago, Illinois

Butler Snow LLP
Gulfport, Mississippi

Re: Equipment Lease/Purchase Agreement, dated as of February 4, 2016, (the "**Lease**") by and between Banc of America Public Capital Corp. (the "**Lessor**") and the City of Hattiesburg, Mississippi

Ladies and Gentlemen:

I have acted as counsel for the City of Hattiesburg, Mississippi (the "**Lessee**") in connection with the lease of certain equipment, and in this capacity, I have examined the following:

(a) Executed counterparts of the Lease;

(b) Executed counterparts of the Escrow and Account Control Agreement, dated as of February 4, 2016 (the "**Escrow Agreement**"), between the Lessee, the Lessor and Banc of America, National Association, as the escrow agent; and

(c) Such other documents and records as I have deemed relevant and necessary as a basis for the opinions set forth herein, including the resolution adopted by the City Council of the Lessee on February 2, 2016.

Based on such examination and pertinent laws of the State of Mississippi (the "**State**"), I am of the opinion that:

1. The Lessee, a political subdivision of the State, and its Mayor and City Council, are duly organized and existing under the Constitution and laws of the State.

2. The Lease and the Escrow Agreement have been duly authorized, executed and delivered and constitute a valid and legally binding obligations of the Lessee, enforceable in accordance with their respective terms, except to the extent that the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting

creditors' rights heretofore or hereafter enacted and to the exercise of judicial discretion in accordance with general principles of equity.

3. There is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending or threatened against or affecting the Lessee, nor to my knowledge is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by the Lease or any agreement or instrument to which the Lessee is a party and which is used or contemplated for use in the consummation of the transactions contemplated by the Lease.

4. The execution and delivery of the Lease and the Escrow Agreement, and the compliance with all the provisions of thereof by the Lessee:

(a) Are within the power and authority of the Lessee; and

(b) Will not conflict with any of the provisions of, or constitute a default under, or result in the creation of any lien upon any property of the Lessee pursuant to

(i) Any agreement or any other instrument to which the Lessee is a party or by which it or its assets may be bound, or

(ii) Any license, order, law, constitutional provision, statute, ordinance or governmental rule or regulation applicable to the Lessee.

5. No approval, authorization, filing qualification, registration or withholding of objection on the part of any governmental authority, not obtained prior to the date hereof, is required to be obtained by the Lessee in connection with the execution or delivery of or compliance by the Lessee with the provisions of the Lease, and the consummation of the transactions in the manner and under the terms and provisions of the Lease will comply with the provisions of any and all applicable federal, State or local laws and any rules and regulations promulgated thereunder by any governmental authority.

6. No event has occurred and no condition exists which would constitute an event of default under the Lease, or with the lapse of time or with the giving of notice or both would become an event of default under the Lease; and the Lessee is not in default in any respect under any agreement or other instrument to which it is a party or by which it may be bound, or under any license, order, law, constitutional provision, statute, ordinance or governmental rule or regulation applicable to the Lessee, which would affect the validity of the Lease.

I express no opinion as to the enforceability of any provisions in the above referenced documents which: (1) seeks to disclaim any warranties, whether express or implied; or (2) seeks to limit the liability of any party owed to, or extending to, Lessee.

Very truly yours,

AMOS LAW OFFICES, PLLC

EXHIBIT E

FORM OF ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration

Re: Equipment Lease/Purchase Agreement, dated as of February 4, 2016, between Banc of America Public Capital Corp, as Lessor, and City of Hattiesburg, Mississippi, as Lessee

Ladies and Gentlemen:

In accordance with the Equipment Lease/Purchase Agreement (the *"Agreement"*), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.

2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

4. Lessee hereby reaffirms that the representations, warranties and covenants contained in the Agreement are true and correct as of the date hereof.

5. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Date: _____

LESSEE:
City of Hattiesburg, Mississippi

By: _____

Name: _____

Title: _____

(Seal)

EXHIBIT F

FORM OF SELF INSURANCE CERTIFICATE

Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration

Re: Equipment Lease/Purchase Agreement, dated as of _____, (the *"Agreement"*) between [Banc of America Public Capital Corp][Banc of America Leasing & Capital, LLC][Bank of America, National Association], as Lessor, and _____, as Lessee

In connection with the above-referenced Agreement, _____ (the *"Lessee"*), the Lessee warrants and represents to Banc of America Public Capital Corp the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement.

1. The Lessee is self-insured for damage or destruction to the Equipment. The dollar amount limit for property damage to the Equipment under such self-insurance program is $_____. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for property damage to the Equipment which policy has a dollar limit for property damage to the Equipment under such policy of $_____.]

2. The Lessee is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment. The dollar limit for such liability claims under the Lessee's self-insurance program is $_____. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for liability which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment in the amount of $_____.

[3]. The Lessee maintains a self-insurance fund. Monies in the self-insurance fund [are/are not] subject to annual appropriation. The total amount maintained in the self-insurance fund to cover Lessee's self-insurance liabilities is $_____. [Amounts paid from the Lessee's self-insurance fund are subject to a dollar per claim of $_____.]

[3]. The Lessee does not maintain a self-insurance fund. The Lessee obtains funds to pay claims for which it has self-insured from the following sources: _____. Amounts payable for claims from the such sources are limited as follows: _____

4. Attached hereto are copies of certificates of insurance with respect to policies maintained by Lessee.

LESSEE:

_____

By: _____

Name: _____

Title: _____

EXHIBIT G

RESERVED

EXHIBIT H

FORM OF NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

DATED _____

BANC OF AMERICA PUBLIC CAPITAL CORP (*"Assignor"*) hereby gives notice that it has assigned and sold to _____ (*"Assignee"*) all of Assignor's right, title and interest in, to and under the Equipment Lease/Purchase Agreement (the *"Agreement"*) dated as of _____, between Assignor and _____ (*"Lessee"*), together with all exhibits, schedules, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith, the Rental Payments and other amounts due under the Agreement, all of Assignor's right, title and interest in the Equipment (as defined in the Agreement), and all of Assignor's right, title and interest in, to and under the Escrow and Account Control Agreement dated _____(the *"Escrow Agreement"*) by and among Lessee, Assignor and _____, as Escrow Agent, together with the Escrow Account related thereto (collectively, the Assigned Property").

1. Pursuant to the authority of Resolution _____ adopted on _____, Lessee hereby [consents to and] acknowledges the effect of the assignment of the Assigned Property and absolutely and unconditionally agrees to deliver to Assignee all Rental Payments and other amounts coming due under the Agreement in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Agreement and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the equipment in accordance with the terms of the Agreement, to declare a default and to exercise all remedies thereunder; and (ii) except as provided in Section 3.03 of the Agreement, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in the Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Notice and Acknowledgment of Assignment (this *"Acknowledgement"*), the following information about the Agreement is true, accurate and complete:

Number of Rental Payments Remaining – _____

Amount of Each Rental Payment – $_____

Total Amount of Rents Remaining – $_____

Frequency of Rental Payments – _____

Next Rental Payment Due – _____

Funds Remaining in Escrow Account–$_____

4. The Agreement remains in full force and effect, has not been amended and no nonappropriation or Event of Default (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred thereunder.

5. Any inquiries of Lessee related to the Agreement and any requests for disbursements from the Escrow Account, if applicable, and all Rental Payments and other amounts coming due pursuant to the Agreement on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

_____

_____

_____

ACKNOWLEDGED AND AGREED:

LESSEE: _____

By: _____

Name: _____

Title: _____

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP

By: _____

Name: _____

Title: _____

EXHIBIT I

Escrow and Account Control Agreement

This Escrow and Account Control Agreement (this "Agreement"), dated as of February 4, 2016, by and among Banc of America Public Capital Corp, a Kansas corporation (together with its successors and assigns, hereinafter referred to as "Lessor"), City of Hattiesburg, Mississippi, a political subdivision of the State of Mississippi (hereinafter referred to as "Lessee") and Bank of America, National Association, a national banking association organized under the laws of the United States of America "Escrow Agent").

Reference is made to that certain Equipment Lease/Purchase Agreement dated as of February 4, 2016 between Lessor and Lessee (hereinafter referred to as the "Lease"), covering the acquisition and lease of certain Equipment described therein (the "Equipment"). It is a requirement of the Lease that the Acquisition Amount ($7,528,000.00) be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Creation of Escrow Account.

(a) There is hereby created an escrow fund to be known as the "City of Hattiesburg Escrow Account" (the "Escrow Account") to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) Lessee may, from time to time, provide written instructions for Escrow Agent to use any available cash in the Escrow Account to purchase any money market fund or liquid deposit investment vehicle that Escrow Agent from time to time makes available to the parties hereto. Such written instructions shall be provided via delivery to Escrow Agent of a signed and completed Escrow Account Investment Selection Form (such form available from Escrow Agent upon request). All funds invested by Escrow Agent at the direction of Lessee in such short-term investments shall be deemed to be part of the Escrow Account and subject to all the terms and conditions of this Agreement. If any cash is received for the Escrow Account after the cut-off time for the designated short-term investment vehicle, the Escrow Agent shall hold such cash uninvested until the next Business Day. In the absence of written instructions designating a short-term investment for cash, cash in the Escrow Account shall remain uninvested. Escrow Agent shall have no obligation to pay interest on cash in respect of any period during which it remains uninvested. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any

liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Account, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Escrow Account. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this agreement, "Qualified Investments" means any investments which comply with Section 21-33-323 of the Mississippi Code of 1972, as amended from time to time.

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall deposit into the Escrow Account any funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) the expiration of the Acquisition Period and (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account or (ii) written notice given by Lessor of the occurrence of a default or termination of the Lease due to non-appropriation.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. Notwithstanding and without limiting the generality of the foregoing, concurrent with the execution of this Agreement, Lessee and Lessor, respectively, shall deliver to the Escrow Agent an authorized signers form in the form of Exhibit A-1 (Lessee) and Exhibit A-2 (Lessor) attached hereto. Notwithstanding the foregoing sentence, the Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, to the extent allowed by law, Lessee and Lessor agree to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission given by

each, respectively, provided, however, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent, it being understood that forbearance on the part of the Escrow Agent to verify or confirm that the person giving the instructions or directions, is, in fact, an authorized person shall not be deemed to constitute gross negligence or willful misconduct.

In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, to the extent allowed by law, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this agreement; and in connection therewith, does to the extent permitted by law indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(i) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for non-routine administration of the Escrow Account and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, or in connection with any dispute between Lessor and Lessee concerning the Escrow Account.

(j) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation ("the Effective Date"), which shall be a date not less than 60 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties responsibilities or obligations shall be read into this Agreement.

2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to monitor or enforce Lessee's compliance with the foregoing covenant.

(b) Authorized Escrow Account Disbursements. It is agreed as between Lessee and Lessor that Disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due and the manner of disbursement (check or wire). The Escrow Agent is authorized to obtain and rely on confirmation of such Disbursement Request and payment instructions by telephone call-back to the person or persons designated for verifying such requests on Exhibit A-2 (such person verifying the request shall be different than the person initiating the request). The Lessor and Lessee hereby confirm that any call-back performed by Escrow Agent to verify a disbursement instruction before release, shall be made to Lessor only and Escrow Agent shall have no obligation to call-back Lessee.

Each such requisition shall be signed by an authorized representative of Lessee (an "Authorized Representative") and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1 certifying that:

   (i) an obligation in the stated amount has been incurred by Lessee, and that the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof); (ii) the

Authorized Representative has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made; (iii) such requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date of such certificate, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee); (iv) the Equipment is insured in accordance with the Lease; (v) no Event of Default (nor any event which, with notice or lapse of time or both, would become an Event of Default) has occurred and is continuing; (vi) such disbursement shall occur during the Acquisition Period; (vii) the representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof; and (viii) no Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

2. Delivery to Lessor invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor as required by Section 3.04 of the Lease and any additional documentation reasonably requested by Lessor; and

3. The disbursement shall occur during the Acquisition Period.

Lessee and Lessor agree that their execution of the form attached hereto as Schedule 1 and delivery of the executed form to Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Section 2 have been satisfied.

3. Deposit to Escrow Account. Upon satisfaction of the conditions specified in Section 3.04 of the Lease, Lessor will cause the Acquisition Amount to be deposited in the Escrow Account. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Account.

4. Excessive Escrow Account. Upon receipt of written instructions from Lessor including a representation that one of the following conditions has been satisfied (upon which representation Escrow Agent shall conclusively rely, any funds remaining in the Escrow Account on or after the earlier of (a) the expiration of the Acquisition Period and (b) the date on which Lessee executes an Acceptance Certificate, or upon a termination of the Escrow Account as otherwise provided herein, shall be distributed by the Escrow Agent to the Lessor in order for the Lessor to apply such funds to amounts owed by Lessee under the Lease in accordance with Section 4.07 of the Lease.

5. Security Interest. The Escrow Agent and Lessee acknowledge and agree that the Escrow Account and all proceeds thereof are being held by Escrow Agent for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Escrow Account, and all proceeds thereof, and all investments made with any amounts in the Escrow Account. If the Escrow Account, or any part thereof, is converted to investments as set forth in this agreement, such investments shall be made in the name of Escrow Agent and the Escrow Agent hereby agrees to hold such investments as bailee for Lessor so that

Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. Control of Acquisition Account. In order to perfect Lessor's security interest by means of control in (i) the Escrow Account established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Account, (iii) all of Lessee's rights in respect of the Escrow Account, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the Commercial Code of the State of Mississippi ("Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) Provided that account investments shall be held in the name of the Escrow Agent, Escrow Agent hereby represents and warrants (a) that the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (b) that Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (c) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Lessee may affect sales, trades, transfers and exchanges of Collateral within the Escrow Account, but will not, without the prior written consent of Lessor, withdraw any Collateral from the Escrow Account. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Account. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to

Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(f) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent.

(g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Lessee hereby agree that any property held in the Escrow Account shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 8 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Account statements or reports issued or sent to Lessee with respect to the Escrow Account.

7. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States of America government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This agreement may not be amended except in writing signed by all parties hereto. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail provided that any formal notice be attached to an email message in PDF format and provided further that any notice or other communication sent to an e-mail address shall be

deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

If to Lessor: Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration
Fax: (443) 541-3057

If to Lessee: City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898
Attn: Chief Financial Officer
Fax: 601-545-4563
Email: swaits@hattiesburgms.com

If to Escrow Agent

Bank of America, National Association
Global Custody and Agency Services
135 S. LaSalle Street
IL4-135-18-51
Chicago, Illinois 60603
Attention: Alice M. Wolan
Telephone: (312) 992-9782
Fax: (31) 453-4443
Email: alice.m.wolan@baml.com

9. Lessee and Lessor understand and agree that they are required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. As used herein "Tax Certification" shall mean an IRS form W-9 or W-8 as described above. The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1(c)(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, the Escrow Agent will report such income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show the Escrow Agent as payor and Lessee as payee.

Lessee and Lessor agree that they are not relieved of their respective obligations, if any, to prepare and file information reports under Code Section 6041, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Code Sections 483 or 1272. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi (the "State") and the parties hereto consent to jurisdiction in the State and venue in any state or Federal court located in the City of Hattiesburg and/or Forrest County, Mississippi.

11. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which the Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom the Lessor may transfer a substantial amount of its business, shall be the successor to the Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

12. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

13. No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed.

14. Escrow Agent will treat information related to this Agreement as confidential but, unless prohibited by law, Lessee and Lessor authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates and other representatives and advisors of Escrow Agent and third parties selected by any of them, wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Escrow Agent and any such subsidiary, officer, affiliate or third party may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessor will treat information related to this Agreement as confidential but, unless prohibited by law, Escrow Agent and Lessee authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates, other representatives and advisors of Lessor and debt and equity sources and third parties selected by any of them, and to their prospective assignees wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Lessor and any such subsidiary, officer, affiliate, debt and equity source or third party or prospective assignee may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessee will treat the terms of this Agreement as confidential except on a "need to know" basis to persons within or outside Lessee's organization (including affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its affiliates, except as required by any law, court, regulator or legal process and except pursuant to the express prior written consent of the other parties, which consent shall not be unreasonably withheld.

In Witness Whereof, the parties have executed this Escrow and Account Control Agreement as of the date first above written.

Banc of America Public Capital Corp
as Lessor

By: _____

Name: _____

Title: _____

City of Hattiesburg, Mississippi
as Lessee

By: _____

Name: Johnny L. Dupree

Title: Mayor

Bank of America, National Association
As Escrow Agent

By: _____

Name: _____

Title: _____

SCHEDULE 1
to the Escrow and Account Control Agreement

FORM OF DISBURSEMENT REQUEST

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

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

Disbursement Amounts:

Payee's Name and Address (if disbursement via wire, must include wire transfer instructions)	Invoice Number	Dollar Amount	Purpose

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

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

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

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

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

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

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

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

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

Dated: _____

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Name: _____
Title: _____

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

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____
Name:
Title:

[AN "EXHIBIT A-2" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

EXHIBIT A-2

Escrow and Account Control Agreement dated as of February 4, 2016 by and among Banc of America Public Capital Corp, Lessor, City of Hattiesburg, Mississippi, as Lessee and Bank of America, National Association, Escrow Agent

Certificate of Authorized Representatives – [Lessor]

Name: Terri Preston
Title: Authorized Agent
Phone: 443-541-3642
Facsimile: 443-541-3057
E-mail: Terri.Preston@baml.com
Signature: _____

Fund Transfer / Disbursement Authority Level:

☐ Initiate
☐ Verify transactions initiated by others

Name: Nancy Nusenko
Title: Authorized Agent
Phone: 443-541-3646
Facsimile: 443-541-3057
E-mail: Nancy.a.nusenko@baml.com
Signature: _____

Fund Transfer / Disbursement Authority Level:

☐ Initiate
☐ Verify transactions initiated by others

Name: Nancy K. Hepner
Title: Authorized Agent
Phone: 443-541-3645
Facsimile: 804-553-2407
E-mail: Nancy.k.hepner@baml.com
Signature: _____

Fund Transfer / Disbursement Authority Level:

☐ Initiate
☐ Verify transactions initiated by others

Name: Arlene Sobieck
Title: Authorized Agent
Phone: 443-541-3643
Facsimile: 443-541-3057
E-mail: Arlene.sobieck@baml.com
Signature: _____

Fund Transfer / Disbursement Authority Level:

☐ Initiate
☐ Verify transactions initiated by others

The Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the person or persons identified above including without limitation, to initiate and verify funds transfers as indicated.

Banc of America Public Capital Corp

By: _____
Name:
Title:
Date: _____

EXHIBIT D

FORM OF ESCROW AGREEMENT

Escrow and Account Control Agreement

This Escrow and Account Control Agreement (this "Agreement"), dated as of February 4, 2016, by and among Banc of America Public Capital Corp, a Kansas corporation (together with its successors and assigns, hereinafter referred to as "Lessor"), City of Hattiesburg, Mississippi, a political subdivision of the State of Mississippi (hereinafter referred to as "Lessee") and Bank of America, National Association, a national banking association organized under the laws of the United States of America "Escrow Agent").

Reference is made to that certain Equipment Lease/Purchase Agreement dated as of February 4, 2016 between Lessor and Lessee (hereinafter referred to as the "Lease"), covering the acquisition and lease of certain Equipment described therein (the "Equipment"). It is a requirement of the Lease that the Acquisition Amount ($7,528,000.00) be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Creation of Escrow Account.

(a) There is hereby created an escrow fund to be known as the "City of Hattiesburg Escrow Account" (the "Escrow Account") to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) Lessee may, from time to time, provide written instructions for Escrow Agent to use any available cash in the Escrow Account to purchase any money market fund or liquid deposit investment vehicle that Escrow Agent from time to time makes available to the parties hereto. Such written instructions shall be provided via delivery to Escrow Agent of a signed and completed Escrow Account Investment Selection Form (such form available from Escrow Agent upon request). All funds invested by Escrow Agent at the direction of Lessee in such short-term investments shall be deemed to be part of the Escrow Account and subject to all the terms and conditions of this Agreement. If any cash is received for the Escrow Account after the cut-off time for the designated short-term investment vehicle, the Escrow Agent shall hold such cash uninvested until the next Business Day. In the absence of written instructions designating a short-term investment for cash, cash in the Escrow Account shall remain uninvested. Escrow Agent shall have no obligation to pay interest on cash in respect of any period during which it remains uninvested. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow

Account, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Escrow Account. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this agreement, "Qualified Investments" means any investments which comply with Section 21-33-323 of the Mississippi Code of 1972, as amended from time to time.

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall deposit into the Escrow Account any funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) the expiration of the Acquisition Period and (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account or (ii) written notice given by Lessor of the occurrence of a default or termination of the Lease due to non-appropriation.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. Notwithstanding and without limiting the generality of the foregoing, concurrent with the execution of this Agreement, Lessee and Lessor, respectively, shall deliver to the Escrow Agent an authorized signers form in the form of Exhibit A-1 (Lessee) and Exhibit A-2 (Lessor) attached hereto. Notwithstanding the foregoing sentence, the Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, to the extent allowed by law, Lessee and Lessor agree to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission given by each, respectively, provided, however, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent, it being understood that forbearance on

the part of the Escrow Agent to verify or confirm that the person giving the instructions or directions, is, in fact, an authorized person shall not be deemed to constitute gross negligence or willful misconduct.

In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, to the extent allowed by law, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this agreement; and in connection therewith, does to the extent permitted by law indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(i) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for non-routine administration of the Escrow Account and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, or in connection with any dispute between Lessor and Lessee concerning the Escrow Account.

(j) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation ("the Effective Date"), which shall be a date not less than 60 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties responsibilities or obligations shall be read into this Agreement.

2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to monitor or enforce Lessee's compliance with the foregoing covenant.

(b) Authorized Escrow Account Disbursements. It is agreed as between Lessee and Lessor that Disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due and the manner of disbursement (check or wire). The Escrow Agent is authorized to obtain and rely on confirmation of such Disbursement Request and payment instructions by telephone call-back to the person or persons designated for verifying such requests on Exhibit A-2 (such person verifying the request shall be different than the person initiating the request). The Lessor and Lessee hereby confirm that any call-back performed by Escrow Agent to verify a disbursement instruction before release, shall be made to Lessor only and Escrow Agent shall have no obligation to call-back Lessee.

Each such requisition shall be signed by an authorized representative of Lessee (an "Authorized Representative") and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1 certifying that:

   (i) an obligation in the stated amount has been incurred by Lessee, and that the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof); (ii) the

Authorized Representative has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made; (iii) such requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date of such certificate, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee); (iv) the Equipment is insured in accordance with the Lease; (v) no Event of Default (nor any event which, with notice or lapse of time or both, would become an Event of Default) has occurred and is continuing; (vi) such disbursement shall occur during the Acquisition Period; (vii) the representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof; and (viii) no Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

2. Delivery to Lessor invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor as required by Section 3.04 of the Lease and any additional documentation reasonably requested by Lessor; and

3. The disbursement shall occur during the Acquisition Period.

Lessee and Lessor agree that their execution of the form attached hereto as Schedule 1 and delivery of the executed form to Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Section 2 have been satisfied.

3. Deposit to Escrow Account. Upon satisfaction of the conditions specified in Section 3.04 of the Lease, Lessor will cause the Acquisition Amount to be deposited in the Escrow Account. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Account.

4. Excessive Escrow Account. Upon receipt of written instructions from Lessor including a representation that one of the following conditions has been satisfied (upon which representation Escrow Agent shall conclusively rely, any funds remaining in the Escrow Account on or after the earlier of (a) the expiration of the Acquisition Period and (b) the date on which Lessee executes an Acceptance Certificate, or upon a termination of the Escrow Account as otherwise provided herein, shall be distributed by the Escrow Agent to the Lessor in order for the Lessor to apply such funds to amounts owed by Lessee under the Lease in accordance with Section 4.07 of the Lease.

5. Security Interest. The Escrow Agent and Lessee acknowledge and agree that the Escrow Account and all proceeds thereof are being held by Escrow Agent for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Escrow Account, and all proceeds thereof, and all investments made with any amounts in the Escrow Account. If the Escrow Account, or any part thereof, is converted to investments as set forth in this agreement, such investments shall be made in the name of Escrow Agent and the Escrow Agent hereby agrees to hold such investments as bailee for Lessor so that

Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. Control of Acquisition Account. In order to perfect Lessor's security interest by means of control in (i) the Escrow Account established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Account, (iii) all of Lessee's rights in respect of the Escrow Account, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the Commercial Code of the State of Mississippi ("Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) Provided that account investments shall be held in the name of the Escrow Agent, Escrow Agent hereby represents and warrants (a) that the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (b) that Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (c) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Lessee may affect sales, trades, transfers and exchanges of Collateral within the Escrow Account, but will not, without the prior written consent of Lessor, withdraw any Collateral from the Escrow Account. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Account. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to

Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(f) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent.

(g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Lessee hereby agree that any property held in the Escrow Account shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 8 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Account statements or reports issued or sent to Lessee with respect to the Escrow Account.

7. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States of America government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This agreement may not be amended except in writing signed by all parties hereto. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail provided that any formal notice be attached to an email message in PDF format and provided further that any notice or other communication sent to an e-mail address shall be

deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

If to Lessor:	Banc of America Public Capital Corp 11333 McCormick Road Mail Code: MD5-032-07-05 Hunt Valley, MD 21031 Attn: Contract Administration Fax: (443) 541-3057
If to Lessee:	City of Hattiesburg P.O. Box 1898 Hattiesburg, MS 39403-1898 Attn: Chief Financial Officer Fax: 601-545-4563 Email: swaits@hattiesburgms.com
If to Escrow Agent	Bank of America, National Association Global Custody and Agency Services 135 S. LaSalle Street IL4-135-18-51 Chicago, Illinois 60603 Attention: Alice M. Wolan Telephone: (312) 992-9782 Fax: (31) 453-4443 Email: alice.m.wolan@baml.com

9. Lessee and Lessor understand and agree that they are required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. As used herein "Tax Certification" shall mean an IRS form W-9 or W-8 as described above. The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1(c)(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, the Escrow Agent will report such income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show the Escrow Agent as payor and Lessee as payee.

Lessee and Lessor agree that they are not relieved of their respective obligations, if any, to prepare and file information reports under Code Section 6041, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Code Sections 483 or 1272. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi (the "State") and the parties hereto consent to jurisdiction in the State and venue in any state or Federal court located in the City of Hattiesburg and/or Forrest County, Mississippi.

11. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which the Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom the Lessor may transfer a substantial amount of its business, shall be the successor to the Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

12. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

13. No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed.

14. Escrow Agent will treat information related to this Agreement as confidential but, unless prohibited by law, Lessee and Lessor authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates and other representatives and advisors of Escrow Agent and third parties selected by any of them, wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Escrow Agent and any such subsidiary, officer, affiliate or third party may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessor will treat information related to this Agreement as confidential but, unless prohibited by law, Escrow Agent and Lessee authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates, other representatives and advisors of Lessor and debt and equity sources and third parties selected by any of them, and to their prospective assignees wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Lessor and any such subsidiary, officer, affiliate, debt and equity source or third party or prospective assignee may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessee will treat the terms of this Agreement as confidential except on a "need to know" basis to persons within or outside Lessee's organization (including affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its affiliates, except as required by any law, court, regulator or legal process and except pursuant to the express prior written consent of the other parties, which consent shall not be unreasonably withheld.

In Witness Whereof, the parties have executed this Escrow and Account Control Agreement as of the date first above written.

Banc of America Public Capital Corp
as Lessor

By: _____

Name: _____

Title: _____

City of Hattiesburg, Mississippi
as Lessee

By: _____

Name: Johnny L. Dupree

Title: Mayor

Bank of America, National Association
As Escrow Agent

By: _____

Name: _____

Title: _____

SCHEDULE 1
to the Escrow and Account Control Agreement

FORM OF DISBURSEMENT REQUEST

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

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

Disbursement Amounts:

Payee's Name and Address (if disbursement via wire, must include wire transfer instructions)	Invoice Number	Dollar Amount	Purpose

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

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

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

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

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

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

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

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

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

Dated: _____

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Name: _____
Title: _____

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

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____
Name:
Title:

[AN "EXHIBIT A-2" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

EXHIBIT A-2

Escrow and Account Control Agreement dated as of February 4, 2016 by and among Banc of America Public Capital Corp, Lessor, City of Hattiesburg, Mississippi, as Lessee and Bank of America, National Association, Escrow Agent

Certificate of Authorized Representatives – [Lessor]

Name: Terri Preston
Title: Authorized Agent
Phone: 443-541-3642
Facsimile: 443-541-3057
E-mail: Terri.Preston@baml.com
Signature: _____

Fund Transfer / Disbursement Authority Level:

- ☐ Initiate
- ☐ Verify transactions initiated by others

Name: Nancy Nusenko
Title: Authorized Agent
Phone: 443-541-3646
Facsimile: 443-541-3057
E-mail: Nancy.a.nusenko@baml.com
Signature: _____

Fund Transfer / Disbursement Authority Level:

- ☐ Initiate
- ☐ Verify transactions initiated by others

Name: Nancy K. Hepner
Title: Authorized Agent
Phone: 443-541-3645
Facsimile: 804-553-2407
E-mail: Nancy.k.hepner@baml.com
Signature: _____

Fund Transfer / Disbursement Authority Level:

- ☐ Initiate
- ☐ Verify transactions initiated by others

Name: Arlene Sobieck
Title: Authorized Agent
Phone: 443-541-3643
Facsimile: 443-541-3057
E-mail: Arlene.sobieck@baml.com
Signature: _____

Fund Transfer / Disbursement Authority Level:

- ☐ Initiate
- ☐ Verify transactions initiated by others

The Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the person or persons identified above including without limitation, to initiate and verify funds transfers as indicated.

Banc of America Public Capital Corp

By: _____
Name:
Title:
Date: _____

The Mayor and City Council (the "**Governing Body**") of the City of Hattiesburg, Mississippi (the "**City**") acting for and on behalf of the City, took up for consideration the matter of approving and authorizing the City's $7,528,000 Equipment Lease/Purchase Agreement for that certain Performance Contract by and between the City and Johnson Controls, Inc., dated August 28, 2015 undertaken pursuant to the Mississippi Development Authority's Capital Lease Program to finance energy efficiency and conservation equipment for certain facilities located throughout the City (the "**Project**"), and to pay for associated transactional costs:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY"), AUTHORIZING AND APPROVING THE FORM OF AND EXECUTION OF AN EQIPMENT LEASE/PURCHASE AGREEMENT BETWEEN THE CITY AND BANC OF AMERICA PUBLIC CAPITAL CORP AND AN ESCROW AND ACCOUNT CONTROL AGREEMENT BETWEEN THE CITY AND BANC OF AMERICA PUBLIC CAPITAL CORP AND BANK OF AMERICA, N.A., AS ESCROW AGENT, ALL IN CONNECTION WITH THAT CERTAIN PERFORMANCE CONTRACT UNDERTAKEN PURSUANT TO THE MISSISSIPPI DEVELOPMENT AUTHORITY CAPITAL LEASE PROGRAM TO FINANCE ENERGY EFFICIENCY AND CONSERVATION EQUIPMENT FOR CERTAIN FACILITIES LOCATED THROUGHOUT THE CITY, AND RELATED MATTERS.

WHEREAS, the City is authorized by Sections 31-7-13(e) *et seq.* of the Mississippi Code of 1972, as amended and supplemented from time to time (the "**Act**") to finance the lease-purchase of equipment; and

WHEREAS, Friedman, Luzzatto & Co., the municipal advisor, designated to provide financial advisory services to the Mississippi Development Authority ("**MDA**") related to the capital lease financing energy program at MDA (the "**Financial Advisor**"), sent requests to sixteen (16) banks, a copy of the Request for Financing (the "**Request for Financing**") and the list of banks is attached hereto as **EXHIBIT A** and made a part hereof, soliciting proposals for the financing of the Project with proposals due January 14, 2016; and

WHEREAS, the City received proposals from five (5) banks on January 14, 2016, a copy of each proposal is attached hereto as **EXHIBIT B** and made a part hereof, and after due consideration by the Governing Body, the proposal by Banc of America Public Capital Corp , Chicago, Illinois (the "**Bank**"), contains the lowest interest rate and most favorable terms for the City; and

WHEREAS, there has been prepared and submitted to the City an Equipment Lease/Purchase Agreement to be dated the date of closing, by and between the City and the Bank, along with any and all attachments (collectively, the "**Lease Purchase Agreement**"); and

WHEREAS, there has been prepared and submitted to the City an Escrow and Account Control Agreement to be dated the date of closing (the "**Escrow Agreement**" and together with the Lease Purchase Agreement, the "**City Documents**") by and among the City, the Bank and

Bank of America, National Association, as escrow agent, pursuant to which proceeds shall be held and distributed for the payment of the Project; and

WHEREAS, the Governing Body does now find, determine and adjudicate that the City Documents regarding the financing of the Project are in the best interest of the City and finds it necessary to approve the form of and the execution of the City Documents; and

WHEREAS, that it is in the best interest of the City to authorize the law firm of Butler Snow LLP, as Special Tax Counsel, to prepare and distribute such resolutions, documents, certificates and opinions necessary in order to facilitate the financing of the Project; and

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

SECTION 1. This resolution is adopted by the Governing Body of the City pursuant to the Act and all matters and things recited in the premises and preamble of this resolution are found and determined to be true and accurate.

SECTION 2. The Governing Body herein authorizes Butler Snow LLP, Ridgeland, Mississippi, as Special Tax Counsel, to prepare the resolutions, documents, certificates and opinions necessary for the Project.

SECTION 3. The Governing Body hereby approves the form of and execution of the Lease Purchase Agreement and hereby authorizes the Mayor of the City (the "**Mayor**") and the City Clerk to execute the Lease Purchase Agreement on behalf of the Governing Body and the City. All provisions of the Lease Purchase Agreement, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set our verbatim herein, which said Lease Purchase Agreement shall be in substantially the form as provided in **EXHIBIT C**, attached hereto and made a part hereof, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 4. The Governing Body hereby approves the form of and execution of the Escrow Agreement and hereby authorizes the Mayor and the City Clerk to execute the Escrow Agreement on behalf of the Governing Body and the City. All provisions of the Escrow Agreement, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set out verbatim herein, which said Escrow Agreement shall be in substantially the form as provided in **EXHIBIT D**, attached hereto and made a part hereof, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 5. The City hereby covenants that it will not make any use of the proceeds of the City Documents or do or suffer any other action that would cause: (i) the Lease Purchase Agreement to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code, and the regulations promulgated thereunder (the "**Regulations**"); (ii) the interest on the Lease Purchase Agreement to be included in the gross income of the Bank thereof for federal income taxation

purposes; or (iii) the interest on the Lease Purchase Agreement to be treated as an item of tax preference under Section 57(a)(5) of the Code.

SECTION 6. The City further represents and covenants as follows:

(a) The City shall timely file with the Ogden, Utah Service Center of the Internal Revenue Service, such information report or reports as may be required by Section 148(f) and 149(e) of the Code;

(b) The City shall take no action that would cause the Lease Purchase Agreement to be "federally guaranteed" within the meaning of Section 149(b) of the Code;

(c) The City shall take all necessary action to have the Lease Purchase Agreement registered within the meaning of Section 149(a) of the Code; and

(d) The City will not employ any device or abusive transaction with respect to the investment of the proceeds of the Lease Purchase Agreement.

SECTION 7. The interest on the Lease Purchase Agreement is exempt from federal income taxes under existing laws, regulations, rulings and judicial decisions with such exceptions as shall be required by the Code. Under existing law, interest on the Lease Purchase Agreement is exempt from present taxes imposed by the State of Mississippi (the "**State**") and any city, municipality or other political subdivision of the State, except for inheritance, estate and transfer taxes.

SECTION 8. The City reasonably expects that it will incur expenditures prior to the issuance of the Lease Purchase Agreement, which it intends to reimburse with the proceeds of the Lease Purchase Agreement upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Lease Purchase Agreement in anticipation of the issuance of the Lease Purchase Agreement is made pursuant to Section 1.150-2 of the Regulations. The expenditures to be made as a result of the Project and the maximum principal amount of debt expected to be incurred for the financing thereof is $7,528,000.

SECTION 9. The Governing Body hereby authorizes and directs any officer to approve the payment of costs incidental to the delivery of the City Documents, including but not limited to the payment of legal and financial advisory fees, which may be paid from proceeds of the Lease Purchase Agreement.

SECTION 10. The Mayor of the City is hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the payment of the costs associated with the City Documents.

SECTION 11. The Mayor and the City Clerk are hereby further authorized and directed to execute and deliver any additional documents, agreements, instruments, requisitions and certificates which are required in connection with the City Documents. If the date of the issuance and delivery of the City Documents and/or the execution and delivery of any of the documents attached hereto and adopted hereby occurs after March 2016, then the Mayor and the City Clerk are hereby fully authorized to approve all applicable and necessary changes to the documents

attached hereto or otherwise and related to such change to provide for the dating of the documents for the appropriate month in 2016, the execution of said documents being conclusive evidence of such approval, and no further action shall be required of the Governing Body of the City to approve such date changes.

SECTION 12. Except as otherwise expressly provided herein, nothing in this resolution, express or implied, is intended or shall be construed to confer upon any such person or form or corporation other than the Bank and the City, any right, remedy or claim, legal or equitable, under and by reason of this resolution or any of the provisions hereof.

SECTION 13. In case any one or more of the provisions of this resolution or the City Documents, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution or any of the other documents, as applicable, shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained therein. The terms and conditions set forth in the City Documents, the pledge of the moneys and property under the City Documents, the receipt of payments made on the Lease Purchase Agreement, the provisions relating to the proceeds derived from the City Documents, and receipts are all commitments and agreements on the part of the City and the validity or the invalidity of the City Documents shall not affect the commitments on the part of the City to handle such proceeds and such moneys and property, and receipts for the purposes, in the manner and according to the terms and conditions fixed in the City Documents, it being the intention hereof that such commitments on the part of the City are binding as if contained in this resolution separate and apart from the City Documents.

SECTION 14. No stipulation, obligation or agreement herein contained or contained in the City Documents or other documents necessary to conclude the closing shall be deemed to be a stipulation, obligation or agreement of any officer, director, agent or employee of the City in such person's individual capacity, and no such officer, director, agent or employee shall be personally liable on the City Documents or be subject to personal liability or accountability by reason of the closing thereof.

SECTION 15. When the Lease Purchase Agreement is finalized and the transaction is closed, the City Clerk is hereby authorized and directed to prepare and furnish to the Bank certified copies of all the proceedings and records of the City, relating to the City Documents and such other affidavits and certificates as may be required to show the facts relating to the legality of the City Documents as such facts appear from the books and records to the City Clerk's; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the City as to the trust of all statements contained therein.

SECTION 16. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, directors, agents and employees of the Bank are hereby authorized, empowered and directed to do all such acts and things to and execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the City Documents or other documents necessary to conclude the closing and to document the City's compliance with the Act.

SECTION 17. The Mayor and/or City Clerk are hereby authorized to sign and file or cause to be filed completed (a) one or more I.R.S. Form 8038-G "Information Return for Government Obligations" as required by Section 149(e) of the Internal Revenue Code of 1986, as amended (the "**Code**") in connection with the City Documents and (b) any other I.R.S. forms and/or certificates required to be filed in connection with the closing of the Lease Purchase Agreement.

SECTION 18. The Mayor and/or City Clerk are hereby authorized to execute a non-arbitrage certification or agreement in order to comply with Section 148 of the Code and the applicable regulations thereunder.

SECTION 19. All acts and doings of the officers of the City that are in conformity with the purposes and intents of this resolution and in furtherance of the closing of the City Documents, from time to time, and the execution, delivery and performance of each of the documents to which the City is a party, shall be, and the same hereby are, in all respects approved and confirmed.

SECTION 20. This resolution shall become effective immediately and all resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, repealed.

SECTION 21. 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.

The above and foregoing resolution, after having been first reduced to writing, was introduced by Council Member Carroll, seconded by Council Member Dryden 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 2nd day of February, 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 2nd day of February, 2016

CITY CLERK

MAYOR

EXHIBIT A

REQUEST FOR FINANCING AND LIST OF BANKS

REQUEST FOR FINANCING BID
MDA Capital Lease Program
Lease Purchase Agreement for not exceeding $7,528,000
For
City of Hattiesburg, Mississippi
Energy Services Performance Contract

BID DUE DATE: 12:00 PM (Central Standard Time) **Thursday, January 14, 2016**

NOTICE OF BID: Invitations are extended for bids using the attached bid format.

CONTACTS:

1. Terrence Spears
   Mississippi Development Authority
   Energy Division
   P.O. Box 849
   Jackson, MS 39205-0849
   Tel: 601-359-6600
   E-mail: tspears@mississippi.org

2. Barry Friedman, President
   Friedman, Luzzatto & Co.
   14755 Preston Road, Suite 515
   Dallas, TX 75254
   Tel: 888-325-4201 or 972-404-1011
   E-mail: barry@fl-co.com

FINANCIAL ADVISOR: Friedman, Luzzatto & Co. is a registered Broker, a registered Municipal Advisor and a member of the Financial Industry Regulatory Authority ("FINRA") and Securities Investor Protection Corporation ("SIPC") designated to provide financial advisory services to the Mississippi Development Authority ("MDA") related to capital lease financing.

ENERGY SERVICES COMPANY: Johnson Controls, Inc.

SCOPE OF REQUEST: **Pursuant to Section 31-7-14 of the Mississippi Code of 1972, as amended from time to time (the "Act")**, the City of Hattiesburg, Mississippi (referred to herein as either the "Lessee" or the "City") is seeking financing bids with respect to a lease-purchase agreement (the "Lease") to finance energy efficiency and conservation equipment for certain facilities located throughout the City, and to pay for associated transactional costs. You are invited to submit a financing bid to Friedman, Luzzatto & Co., Financial Advisor to MDA, no later than 12:00 p.m. (CST), on **Thursday, January 14, 2016**. We expect to close this lease-purchase transaction on or about **Friday, February 5, 2016.**

The Lessee is seeking bids for a tax-exempt lease purchase financing. The Lease will not be designated as "bank qualified" under section 265 of the Internal Revenue Code of 1986, as amended. The successful bidder, or its assignee, subject to Lessee approval, will serve as the lessor under the terms of the Lease.

PROPERLY COMPLETED BID RESPONSES WILL INCLUDE:

a. Submission by 12:00 PM, (Central Standard Time), **Thursday, January 14, 2016**, by e-mail as set forth herein under Condition to Bid/Submission of Bids;
b. A signed and dated bid form;
c. A schedule of payments and amortization schedule based on $7,528,000;
d. Escrow information (contact, escrow agreement and fees);
e. List of additional transactional costs, if any; and
f. Bidder's standard lease document with Terms and Conditions.

REQUEST FOR FINANCING BID
MDA Capital Lease Program
For
City of Hattiesburg, Mississippi
Energy Services Performance Contract

Bid Information -- Specific Terms

Lessee:	City of Hattiesburg, MS (hereafter referred to as the "Lessee" or the "City")
Lessor:	The provider of the financing
Project Cost:	$7,528,000
Vendor:	Johnson Controls, Inc.(hereafter referred to as "ESCO")
Contract:	A Tax Exempt Lease-Purchase Agreement (hereafter referred to as the "Lease")
Lessee's General Information:	Hattiesburg is a city in Mississippi, bisected by the county line between Forrest (where it is the county seat) and Lamar counties. The population was 47,556 in 2013. It is the principal city of the Hattiesburg, Mississippi, Metropolitan Statistical Area which encompasses Forrest, Lamar and Perry counties. Hattiesburg is home to The University of Southern Mississippi (originally known as Mississippi Normal College) and William Carey University (formerly William Carey College). South of Hattiesburg is Camp Shelby, the largest National Guard training base east of the Mississippi River.
Lessee's Credit Rating:	Moody's Investor Service.....Aa3 Standard & Poor's Corporation.....Not Rated Fitch.....Not Rated
Lessee's Fiscal Year End:	September 30th
Lessee's Financial Statements:	http://www.osa.state.ms.us For years 2006-2013
Project Overview:	Work will be performed throughout the City to upgrade the City's current buildings. The specific level and detail of work will be performed in accordance with the terms and provisions of an Energy Services Performance Contracting Agreement, between the City and Johnson Controls, Inc.(the "Contracting Agreement"). The following types of equipment will be installed and/or categories of services will be performed, as provided in the Contracting Agreement: (i) 8,245 lighting fixtures retrofit; (ii) energy management control system at 33 City buildings; (iii) boiler and HVAC replacement and upgrade at four City buildings; (iv) small unitary equipment upgrades at four City buildings; (v) water treatment plant controls and upgrades at two City water plants and various City lift stations; (vi) install water conservation sensors and water conservation equipment along City water lines; and (vii) install a 3600 watt solar photovoltaic system on the roof at the City's Engineering Building and provide two car charging stations.
MDA Approval:	The Contracting Agreement received approval from the Mississippi Development Authority's Energy and Natural Resource Division on December 21, 2015.
Security:	The Lessor will be secured by a security interest in equipment and the Lessee's obligation to make lease payments under the Lease. Pursuant to the Act, lease payments are subject to annual appropriation of funds. During the term of the Lease, the Lessee shall hold legal

proposals will be given preference.

Installation Period: 18 months expected.

Performance Bond: ESCO will post payment and performance bonds in accordance with the laws of the State.

Private Placement: The successful bidder (the "Lessor") may be required to enter into an Investment Letter certifying that the Lessor intends to hold the lease for investment purposes and not for re-sell (to comply with Rule 15c2-12 of the United States Securities and Exchange Commission), and that the Lessor (i) has such knowledge and experience in financial and business matters that the Lessor is capable of evaluating the merits and risks of the prospective investment, and (ii) the Lessor is not purchasing for more than one account or with the view to distribute the obligations.

The Lessee will not be preparing any form of offering document with respect to the closing of the lease-purchase transaction. Financial information of the Lessee is available upon request (see links to website provided above); however, the Lessor must perform its own independent review and evaluation of the financial position of the Lessee.

Upon submission of a bid, the Lessor recognizes that the Lessee will be requiring that the Lessor will give notice to the Lessee of the assignment and sale of the Lease, if any, and subject to the Lessee approval and provide the name and address of each assignee or owner in addition to the street name owner for registration purposes and will provide the Lessee with a certificate as it relates to that matter.

Addendum: No addendum to bid specifications will be issued prior to two (2) working days of the bid due date unless such addendum also amends the bid due date to no less than five (5) working days after the date of addendum.

Award Criteria: The Lessee intends to award the financing to the bidder who submits the bid with the lowest all inclusive rate and which is responsive to the request for the lease-purchase financing.

The Lessee reserves the right to reject any and all bids, to waive minor errors and inconsistencies, and to negotiate with any bidder upon terms that do not differ substantially from those set forth herein.

Questions: Questions should be submitted via email at barry@fl-co.com, and art@fl-co.com by **5:00 pm CST January 11, 2016.** The subject line should reference: **Request for Financing Bid – Hattiesburg, MS**

Signature of Bids: Each bid shall give the complete mailing address of the bidder and be signed by an authorized representative with his or her name and legal title typed below the signature line.

Modification/Withdrawal of Bid: There shall be no modification or withdrawal of the bid after the bid receipt date.

Notice of Award: The awarded bid will be announced on **January 15, 2016**. No bid may be withdrawn until such award or rejection of all bids. Only the Lessee is authorized to issue news releases relating to this request for bid, its award and/or implementation of the lease-purchase financing.

Prohibition of Gratuities: Neither the successful bidder nor any person, firm or corporation employed by the successful bidder in the performance of this contract shall offer or give any gift, money or anything of value or any promise of future award or compensation to any of the Lessee's employees at any time.

Third Party Beneficiaries: This request for bids and resulting Lease shall not be construed as providing an enforceable obligation to any third party.

No Liability: Lessee shall have no liability, obligation nor shall it be compelled to enter into any financing agreement or any other financing arrangement as a result of issuing this request for bids.

ATTACHMENT A

Scope of work

Schedule 1

Facility	Department
Jackie Dole Sherrill Community Center	Parks and Recreation
LT. Ben McNair Recreation Center	Parks and Recreation
N. R. Burger Center	Parks and Recreation
Culture Center	Parks and Recreation
C.E. Roy Community Center	Parks and Recreation
Timberton Complex	Parks and Recreation
Vernon Dahmer Park Facilities	Parks and Recreation
Hattiesburg Visitors Center	Parks and Recreation
Unetta Street Gym	Parks and Recreation
Veteran's Memorial Park Facilities	Parks and Recreation
Highland Cemetary Facilities	Parks and Recreation
W. U. Bill Sigler Community Center	Parks and Recreation
Kamper Park Tennis-Walking Trail	Parks and Recreation
San Antonio Street Soccer Complex	Parks and Recreation
Jaycee Park and Fields	Parks and Recreation
Cameron Field with Buildings	Parks and Recreation
East Side Park Facilities	Parks and Recreation
Walking Trail - West St	Parks and Recreation
Walking Trail - 18th St	Parks and Recreation
Walking Trail - 37th St	Parks and Recreation
Walking Trail - 5th St	Parks and Recreation
Softball Field	Parks and Recreation
Peoples Park	Parks and Recreation
Duncan Lake	Parks and Recreation
Oseola McCarty Park Lighting	Parks and Recreation
Tatum Park Tennis Bldg	Parks and Recreation
Tatum Park Softball Complex	Parks and Recreation
Town Square Park	Parks and Recreation
Percy Charles Bailey Fitness and Walking Trail	Parks and Recreation
Chain Park	Parks and Recreation
Police/Fire Training Building	Police
Hattiesburg Police Firing Range	Police
Police Sub-Station Building	Police
Hattiesburg Employee Clinic	Various
Water Plant #2	Water
Water Plant #1	Water
Sanitation Office Facilities	Water
Water Billing Office	Water
Water Plant #2 Administration Bldg	Water
Lincoln Rd Tank	Water

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FIM 1.1 Lighting Upgrade

The Work for this FIM includes materials and labor for the following:

- Labor and materials to perform the lighting system improvements as listed in the detailed Scope of Work table in Attachment 5.
- Lenses and troffer pans of existing affected fixtures will be wiped down during installation.
- Repair or replacement of damaged, cracked, or yellowed lenses for fixtures affected by the Scope of Work.
- Warranty Stock of two percent (2%) of lamps and one percent (1%) of ballasts and L.E.D. replaceable drivers. The warranty stock will be supplied and stored in the DPW and Water Department supply warehouse.
- Full manufacturer warranty of five years on linear T8 lamps and five years on ballasts (material only). Full manufacturer warranty of five years all L.E.D. fixtures and components. Other products not stipulated above, will have a one year manufacturer warranty. This material warranty start date is identified by a date code stamp which is located on the actual lamp and ballast.
- Existing lamps, ballasts and other materials will be removed from the site by JCI in accordance with Federal, State, and Local regulations existing at the time of execution of the Agreement.
- JCI acting as an agent for Customer will ensure the proper disposal of hazardous waste generated during the installation of this FIM in accordance with the Federal, State, and Local laws and regulations existing at the time of execution of the Agreement.
- Provide two (2) four (4) hour trainings which shall include the following topics for Customer maintenance personnel
    - Occupancy Sensor Operation
    - Lighting Identification and proper use of the As-built Lighting Audit
    - Lighting Inventory and warehouse procedures
    - Warranty procedures
- The lighting installation shall comply with IES Guidelines and the lighting levels outlined below for the areas affected by the Work.

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- Repair or replacement of switches, breakers, wiring, etc. unless the failure is a direct result of JCI action.
- Existing fluorescent battery packs are excluded from this scope of Work. The new ballasts will be connected to the existing battery packs only.
- Existing faulty wiring or raceways providing power to lighting system. (JCI will bring such conditions to the attention of Customer, but it shall be the responsibility of Customer to address the identified deficiencies)
- Engineering Drawings
- Existing light poles will be re-used. Repair of wiring to poles, if required, is not included.
- Pole mounted lighting is reusing existing poles. Customer is responsible for pole maintenance, repair and replacement throughout the term of the guarantee.

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in outdoor locations, across rooftops and over covered walks will be installed in rigid galvanized conduit and/or sealtite.

- JCI shall provide forty (40) hours of onsite training in a maximum of five (5) training sessions. Videotaping of key training sessions will be provided.

Demolition and Removal Work

- Existing electric and mechanical thermostats and devices that are to be replaced will be disconnected and wiring preserved for use with new control system components. Wherever HVAC equipment is replaced, existing support systems, mounting struts, conduit and cabling will be preserved and re-used, if possible. If existing wiring and/or control tubing is not suitable for re-use, it will be removed to above ceiling level and abandoned in place.

FIM 2.1 – PW

New Installation Work

1. Furnish and install Metasys ADX Server (Tower, 10 User, Win 2008 R2 SP1, 64-bit, Std, SQL Server 2012 64-bit SP1, Intel Xeon E5-2623 3.0 GHz, 2x600GB HD, DVD/RW, RAID1, 2x16GRAM) with 19" Color LCD Monitor and Color Inkjet Report Printer. ADX Server and associated Network Control Engines (NCE's) to reside on Customer IT Network. JCI to furnish Cat6 cabling from required drop location(s) to network port location(s) in IDF/MDF for each building, as designated by Customer IT Manager.

2. Dynamic Color Graphics including overhead graphic for impacted sites and penetration to Air Handler System graphics and Central Plant system graphics (where applicable).

3. Furnish and install Network Controller (Qty=1) with required capacity to handle DDC panels and devices and connect to Customer IT Network.

4. Furnish and install enable/disable and run status control for LG Mini-Split (Qty-1) serving Front Building. Mini-split to continue to operate on existing controls.

5. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostat and IR Heater Relays and connect to Customer IT Network.

6. Furnish and install network zone thermostat with local override capability and run status (Qty=1) for DX Split System AC Unit with Heat in Maintenance Bldg. Where practical (in offices, conference rooms and other non-public areas), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

7. Furnish and install network RIB relay with integral current sensor at each (Qty=13) existing IR Heater toggle switch to provide IR Heater enable/disable and run status in Maintenance Bldg.

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FIM 2.1 – HC

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.

2. Furnish and install network thermostat with local override capability, and run status (Qty=2) for DX RTU AC Unit with Gas Heating. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

3. Connection of Communication Bus wiring from DDC Devices to Network Router.

4. Provide check-out and programming of sequence of operations below.

5. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – RCC

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.

2. Furnish and install network thermostat with local override capability, and run status (Qty=5) for Packaged Heatpump Units. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

3. Connection of Communication Bus wiring from DDC Devices to Network Router.

4. Provide check-out and programming of sequence of operations below.

5. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – TA

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.

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2. Furnish and install network thermostat with local override capability, and run status (Qty=1) for Split System Heatpump Unit. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

3. Furnish and install network thermostat with local override capability, and run status (Qty=2) for DX Split System AC Unit. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

4. Furnish and install network RIB relay with integral current sensor at each (Qty=2) existing Window Unit with Electric Heat to provide enable/disable and run status.

5. Connection of Communication Bus wiring from DDC Devices to Network Router.

6. Provide check-out and programming of sequence of operations below.

7. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – HVC

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.

2. Furnish and install network thermostat with local override capability, and run status (Qty=2) for Split System Heatpump Units. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

3. Connection of Communication Bus wiring from DDC Devices to Network Router.

4. Provide check-out and programming of sequence of operations below.

5. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – TC

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.

2. Furnish and install network thermostat with local override capability, and run status (Qty=2) for Split System Heatpump Units. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

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3. Furnish and install network thermostat with local override capability, and run status (Qty=2) for DX Split System AC Unit with Hot Water Heating Coil. New 3-way modulating HW control valve to be installed on existing wild HW coil.

4. Furnish and install network thermostat with local override capability, and run status (Qty=2) for Packaged DX AC Unit with Hot Water Heating Coil. New 3-way modulating HW control valve to be installed on existing wild HW coil.

5. Connection of Communication Bus wiring from DDC Devices to Network Controller.

6. Provide check-out and programming of sequence of operations below.

7. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – MRC

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.

2. Furnish and install network thermostat with local override capability, and run status (Qty=6) for Split System AC Unit with Gas Heat. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

3. Furnish and install network thermostat with local override capability, and run status (Qty=1) for Packaged DX AC Unit with Gas Heat. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

4. Connection of Communication Bus wiring from DDC Devices to Network Router.

5. Provide check-out and programming of sequence of operations below.

6. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – TFC

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.

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New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.

2. Furnish and install network thermostat with local override capability, and run status (Qty=2) for Packaged DX RTU with Gas Heat. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

3. Connection of Communication Bus wiring from DDC Devices to Network Router.

4. Provide check-out and programming of sequence of operations below.

5. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – WP1

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.

2. Furnish and install network thermostat with local override capability, and run status (Qty=2) for PTAC Unit. Network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

3. Connection of Communication Bus wiring from DDC Devices to Network Router.

4. Provide check-out and programming of sequence of operations below.

5. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – WP2

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.

2. Furnish and install network thermostat with local override capability, and run status (Qty=2) for PTAC Unit. Network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.

3. Furnish and install network RIB relay with integral current sensor at each (Qty=2) existing Window Unit with Electric Heat to provide enable/disable and run status.

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5. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – TPS

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.
2. Furnish and install network thermostat with local override capability, and run status (Qty=1) for Split System Heatpump Unit. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.
3. Connection of Communication Bus wiring from DDC Devices to Network Router.
4. Provide check-out and programming of sequence of operations below.
5. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – TPB

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.
2. Furnish and install network thermostat with local override capability, and run status (Qty=2) for Split System Heatpump Unit. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.
3. Connection of Communication Bus wiring from DDC Devices to Network Router.
4. Provide check-out and programming of sequence of operations below.
5. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – FG

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.
2. Furnish and install network thermostat with local override capability, and run status (Qty=1) for DX Split AC Unit.

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6. Connection of Communication Bus wiring from DDC Devices to Network Router.
7. Provide check-out and programming of sequence of operations below.
8. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – FS4

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.
2. Furnish and install network thermostat with local override capability, and run status (Qty=2) for Split System DX Unit with Gas Heat. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.
3. Furnish and install network RIB relay with integral current sensor at each (Qty=4) existing Gas Unit Heater to provide enable/disable and run status. Gas Unit Heater to continue to operate on existing thermostat control.
4. Furnish and install a zone temperature sensor (Qty=1) in Fire Station 4 to enable Gas Unit Heaters.
5. Connection of Communication Bus wiring from DDC Devices to Network Router.
6. Provide check-out and programming of sequence of operations below.
7. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – FS6

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.
2. Furnish and install network thermostat with local override capability, and run status (Qty=2) for Split System DX Unit with Gas Heat. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.
3. Furnish and install network RIB relay with integral current sensor at each (Qty=4) existing Gas Unit Heater to provide enable/disable and run status. Gas Unit Heater to continue to operate on existing thermostat control.
4. Furnish and install a zone temperature sensor (Qty=1) in Fire Station 6 to enable Gas Unit Heaters.
5. Connection of Communication Bus wiring from DDC Devices to Network Router.

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5. Connection of Communication Bus wiring from DDC Devices to Network Router.
6. Provide check-out and programming of sequence of operations below.
7. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – CC

New Installation Work

1. Furnish and install Network Controller (Qty=1) with required capacity to handle DDC panels and devices and connect to Customer IT Network.
2. Furnish and install network thermostat with local override capability, and run status (Qty=3) for Heatpump Units. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.
3. Furnish and install Mitsubishi BAC-HD150 (Qty=1) BACnet interface board to provide BAS Gateway into existing Mitsubishi City Multi-zone unit serving the Cultural Center.
4. Furnish and install a zone humidity sensor (Qty=1) in Cultural Center.
5. Connection of Communication Bus wiring from DDC Devices to Network Controller.
6. Provide check-out and programming of sequence of operations below.
7. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – CH

New Installation Work

1. Furnish and install Network Controller (Qty=1) with required capacity to handle DDC panels and devices and connect to Customer IT Network.
2. Furnish and install DDC control points as listed below to provide networked control of the water sourced heatpump condenser water loop. Furnish and install new Hot Water Bypass Control Valve to replace existing. Terminate these heatpump system points to the new Network Controller:

- Boiler Leaving Water Temperature (AI)
- Boiler Entering Water Temperature (AI)
- Boiler Enable/Disable Command (BO)
- Boiler Bypass Valve Control (AO)
- Boiler Run Status (BI)
- Boiler Alarm (BI)
- CDW Pump-1 Command (BO)
- CDW Pump-1 Status (BI)
- CDW Pump-2 Command (BO)
- CDW Pump-2 Status (BI)
- CDW Pump-3 Command (BO)
- CDW Pump-3 Status (BI)

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3. Connection of Communication Bus wiring from DDC Devices to Network Router.
4. Provide check-out and programming of sequence of operations below.
5. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – MT

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.
2. Furnish and install network thermostat with local override capability, and run status (Qty=1) for Split System DX Unit with Electric Heat. Where practical (in offices, conference rooms, etc.), the network zone thermostats are to be furnished with local PIR occupancy sensor to capture incremental temperature setback savings.
3. Furnish and install network RIB relay with integral current sensor at each (Qty=4) existing Electric Unit Heater to provide enable/disable and run status. Electric Unit Heater to continue to operate on existing thermostat control.
4. Furnish and install a zone temperature sensor (Qty=1) in Mass Transit Bldg to enable Electric Unit Heaters.
5. Connection of Communication Bus wiring from DDC Devices to Network Router.
6. Provide check-out and programming of sequence of operations below.
7. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

FIM 2.1 – EB

New Installation Work

1. Furnish and install BACnet/IP to BACnet/MSTP router (Qty-1) to handle new network zone thermostats and connect to Customer IT Network.
2. Furnish and install network thermostat with local override capability, and run status (Qty=2) for DX SS AC Unit with Gas Heating.
3. Connection of Communication Bus wiring from DDC Devices to Network Router.
4. Provide check-out and programming of sequence of operations below.
5. Provide programming for night setback/setup scheduling per Schedule 2 Section V.

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Condenser Water Pump Control: Each of the three condenser water pumps (one serving each floor) is controlled by means of the Hand-Off-Automatic (H-O-A) switch located on the cover of the motor starter.

Hand: Whenever the pump motor starter is referenced to the "Hand" position, the pump is energized.

Off: Whenever the pump motor starter is referenced to the "Off" position, the pump is de-energized.

Auto: Whenever the pump motor starter is referenced to the "Auto" position, the pump is energized/de-energized by the BAS. Whenever a floor is in scheduled "occupied" mode by the EMCS or "temporarily occupied" mode by means of a local zone thermostat (TEC) override button (1-hour, adj), the condenser water pump associated with that floor is energized. The fluid coolers and boiler are enabled to operate. Whenever a floor is in scheduled "unoccupied" mode by the BAS or the "temporarily occupied" mode expires, the condenser pump serving that floor is de-energized by the BAS.

The BAS monitors the run status of each condenser water pump and indicates whenever a pump is energized. The BAS reports an alarm condition whenever the commanded state of a condenser water pump does not agree with its run status.

Fluid Cooler Control: Whenever one or more of the three condenser water pumps are energized, water flows through the fluid coolers. As the fluid cooler supply temperature (CTS-T) rises above setpoint (87 degF, adj), the fluid cooler fans are staged on in two steps. If the fluid cooler supply temperature (CTS-T) exceeds 90degF, an alarm is reported by the BAS. As the fluid cooler supply temperature (CTS-T) falls below 83degF, the fluid cooler fans are staged off in two steps. Whenever the fluid coolers are energized, the boiler bypass valve is in full bypass (no flow to boiler) position and the boiler is disabled. The BAS reports an alarm condition whenever the commanded state of a fluid cooler fan does not agree with its run status.

Boiler Control: Whenever one or more of the three condenser water pumps are energized, and the heat pump loop supply temperature (HPUS-T) falls below the boiler enable setpoint (70degF, adj), the boiler bypass valve is opened to full flow through the boiler. On a further decrease in HPUS-T (below 68degF, adj), the boiler is enabled to operate on its local factory controls to maintain its hot water supply setpoint. The boiler is allowed to operate until the heat pump loop supply temperature (HPUS-T) rises above the boiler disable setpoint (75degF, adj) for 10 continuous minutes, at which time the boiler is disabled. The boiler bypass valve remains open to flow through the boiler and at least one loop condenser pump remains energized for at least 5 minutes (adj) after the boiler has been disabled to allow heat to dissipate. Whenever the boiler is enabled, the fluid cooler fans are disabled.

Water Source Heat Pump Control: Whenever a water source heat pump is in scheduled "occupied" or "temporarily occupied" mode by means of a local zone thermostat (TEC) override button (1-hour, adj), the heat pump unit fan is energized and operates continuously. When a call for heating (or cooling) is made from the zone thermostat (TEC) and condenser water flow is proven by the heat pump's flow switch, the heat pump reversing valve is positioned to heating (or cooling) and the compressor cycled to maintain the zone temperature heating (or cooling) setpoint. The heat pump unit is disabled whenever any of its existing safety circuit devices are in an alarm state (e.g., firestat, duct smoke detector, etc).

Exclusions (applicable to all Work described above for FIM 2.1):

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FIM 3.1 Boiler Replacement

Demolition and Removal Work – Water Plant 2

1. Disconnect, remove and properly dispose of HW piping to nearest isolation valves or as required for new installation.
2. Disconnect, remove and properly dispose of natural gas piping to nearest isolation valves or as required for new installation.
3. Disconnect, remove and properly dispose of gas flue as required for installation.
4. Disconnect, remove and properly dispose of other materials or debris related to this project.
5. Disconnect and secure electrical connections to the HW boiler.

New Installation Work – Water Plant 2

1. Provide and install one (1) new condensing HW Boiler with the thermal specifications listed in the table below.

Condensing Boiler Full Load Characteristics				
Type	Output (MBH)	Return Water Temp (°F)	Supply Water Temperature	Min Thermal Efficiency (%)
Natural Gas Condensing	300	100	120	90%

2. The boiler shall be located in the existing location with gas piping, hot water piping and other piping extended as required for connection.
3. Reconnect HW Piping to the new Boiler. Match the existing pipe size.
4. Reconnect natural gas piping to the new boiler. Match existing pipe size. Reconnect the gas flue to the new boiler.
5. Insulate new piping, valves and fittings to match existing.
6. Patch and repair new penetrations.
7. Reuse existing piping, pipe fittings, pipe hangers, isolation valves, strainers, check valves, thermal wells, and pressure sensor wells where feasible and equipment serviceable.
8. Connect power to new boiler. Reuse existing electrical devices and wiring. If devices and wiring are found to be of insufficient size, insufficient length, or in poor condition, then replace.
9. Provide factory authorized start-up of the new boiler.
10. Provide a total of four (4) hours of training on basic unit operation.

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FIM 3.2 Small Unitary Equipment Replacement

Facility	Quantity	Type	Nominal Cooling Size
Highland Cemetery	2	Split System with Gas Heat	5 tons
LT. Ben McNair Recreational Center	2	Split System with Gas Heat	10 tons
Train Depot	2	Split System Heat Pumps	15 tons
Train Depot	1	Split System Heat Pumps	7.5 tons
Train Depot	1	Split System Heat Pump	20 tons

Demolition and Removal Work

Safely disconnect and secure existing electrical connections for outdoor units and associated air handling units.
Safely disconnect and secure for reuse existing thermostat and/or Energy Management System (EMCS) connections.
Safely disconnect and secure for reuse smoke alarms and other life safety devices connected to the unit.
Recover and dispose of refrigerant according to state and local codes at time of contract execution.
Remove existing units defined in the table above and dispose of properly.
Safely disconnect and secure for reuse equipment from existing ducting, condensate drain piping and natural gas piping.
Temporarily seal or cap disconnected utilities.

New Installation Work

1. Furnish and install new equipment per table above
    a. Nominal capacities shall be per the table above.
    b. Minimum 13.0 SEER or 11.1 EER at AHRI 340/360 conditions.
    c. Heat pumps units shall have a minimum Coefficient of Performance (COP) of 3.2 for heating
    d. Gas heating units shall have a minimum heating efficiency of 80%
2. Installation to be performed in accordance with mechanical, electrical, fire, local, state and national installation and operational codes at time of contract execution.
3. Reconnect equipment to existing ducting, installing transition ductwork as required. New ductwork to be insulated to match existing.
4. Reconnect equipment to existing condensate drain piping.
5. Reconnect equipment to existing natural gas piping.
6. Any required flashing and roof work to be performed by the roofing bond holder, under this subcontract.
7. Properly reinstall insulation removed during demolition
8. Reconnect equipment to existing electrical power wiring, reusing equipment starter.
9. Furnish and install new electrical disconnect or use existing electrical disconnect if in sufficient condition for reuse.
10. Re-install existing smoke detectors and life safety devices on the new equipment.
11. Re-connect existing thermostat conductors.
12. Unetta Street Gym
    a. Furnish and Install (2) new package units
        i. 10 tons each with nominal matched heater size
        ii. Units shall be direct expansion and equipped with natural gas heating
        iii. Minimum 13.0 SEER or 11.1 EER at AHRI 340/360 conditions.
        iv. Gas heating units shall have a minimum heating efficiency of 80%
    b. Furnish and install new spiral duct and diffusers for air distribution to the gym area
    c. Furnish and install new electrical breakers, disconnects and wiring for power to the new units
    d. Furnish and install new natural gas service to the unit

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FIM 3.3 City Hall HVAC Upgrades

Boiler Replacement

Demolition and Removal Work

1. Disconnect, remove and properly dispose of HW piping to nearest isolation valves or as required for new installation.
2. Disconnect, remove and properly dispose of natural gas piping to nearest isolation valves or as required for new installation.
3. Disconnect, remove and properly dispose of gas flue as required for installation.
4. Disconnect, remove and properly dispose of other materials or debris related to this project.
5. Disconnect and secure electrical connections to the HW boiler.
6. Disconnect, remove and properly dispose of existing HW boiler

New Installation Work

1. Provide and install one (1) new condensing HW Boiler with the thermal specifications listed in the table below.

Condensing Boiler Full Load Characteristics				
Type	**Output (MBH)**	**Return Water Temp (°F)**	**Supply Water Temperature**	**Min Thermal Efficiency (%)**
Natural Gas Condensing	600	100	120	90%

2. The boiler shall be located in the existing location with gas piping, hot water piping and other piping extended as required for connection.
3. Reconnect HW Piping to the new Boiler. Match the existing pipe size.
4. Reconnect natural gas piping to the new boiler. Match existing pipe size. Reconnect the gas flue to the new boiler.
5. Insulate new piping, valves and fittings to match existing.
6. Patch and repair new penetrations.
7. Reuse existing piping, pipe fittings, pipe hangers, isolation valves, strainers, check valves, thermal wells, and pressure sensor wells where feasible and equipment serviceable.
8. Connect power to new boiler. Reuse existing electrical devices and wiring. If devices and wiring are found to be of insufficient size, insufficient length, or in poor condition, then replace.
9. Provide factory authorized start-up of the new boiler.
10. Provide a total of four (4) hours of training on basic unit operation.

Exclusions:

- Repair or replacement of defective mechanical/controls equipment, other than the equipment specifically described in the Work description (Johnson Controls will identify the location of defective equipment and notify the Customer.)
- Repair or upgrades required due to rectify existing code violations unless specifically described in this Scope of Work.
- Hot water system hydronic balancing, unless specified in the scope of work.

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Schedule 1

Unit	Floor	Unit Type *	Manuf.	Model #	Discharge	Return	Cooling Tonnage	Elec.
HP11	2	1	FHP	EMV 52 3	Top	Left	4.3	208/3
HP12	2	2	FHP	EMV 62 3	Top	Right	5.2	208/3
HP16	3	3	FHP	EMH 27-1	End	Right	2.3	208/3

* Type 1: Vertical Water Source Heat Pump Ducted Return

Type 2: Vertical Water Source Heat Pump Open Return

Type 3: Horizontal Ceiling Mount Water Source Heat Pump Ducted Return

Demolition and Removal Work

1. Safely disconnect and secure existing electrical connections for outdoor units and associated air handling units.
2. Safely disconnect and secure for reuse existing thermostat and/or Energy Management System (EMCS) connections.
3. Safely disconnect and secure for reuse smoke alarms and other life safety devices connected to the unit.
4. Recover and dispose of refrigerant according to state and local codes at time of contract execution.
5. Remove existing units defined in the table above and dispose of properly.
6. Safely disconnect and secure for reuse equipment from existing ducting, condensate drain piping and natural gas piping.
7. Temporarily seal or cap disconnected utilities.

New Installation Work

1. Furnish and install new equipment per table above
    a. Nominal capacities shall be per the table above.
    b. Minimum 13.0 SEER or 11.1 EER at AHRI 340/360 conditions.
    c. Heat pumps units shall have a minimum Coefficient of Performance (COP) of 3.2 for heating
2. Installation to be performed in accordance with mechanical, electrical, fire, local, state and national installation and operational codes at time of contract execution.
3. Reconnect equipment to existing ducting, installing transition ductwork as required. New ductwork to be insulated to match existing.
4. Reconnect equipment to existing condensate drain piping.
5. Reconnect equipment to existing natural gas piping.
6. Any required flashing and roof work to be performed by the roofing bond holder, under this subcontract.
7. Properly reinstall insulation after demolition.
8. Reconnect equipment to existing electrical power wiring, reusing equipment starter.
9. Furnish and install new electrical disconnect or use existing electrical disconnect if in sufficient condition for reuse.
10. Re-install existing smoke detectors and life safety devices on impacted equipment.
11. Re-connect existing thermostat conductors.
12. Provide startup, verification, and check-out per the Manufacturer's recommendations.
13. Provide a total of four (4) hours of training on basic unit operation.

Exclusions

- Repair or upgrades required to bring adjacent electrical and mechanical systems up to code.
- Unless otherwise specified, water and air test and balance report
- Existing building ventilation and indoor air quality deficiencies
- Temporary cooling or heating
- Duct Cleaning

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Facility Name	Location in Facility	Room Type	Existing Description	Upgraded Code	Upgraded Code Description	Quantity (Existing)	Length (ft)	Height (ft)
City Hall Building	Main Floor	EN	Existing Door	RP VS7-SPEC-DS6-2	Replace Vertical Sweep-Special-Door Sweep	1	6.0	7.0
City Hall Building	Main Floor	O	Existing Window	AD SOL-SH-NEL-2	Add Solar Shades	6	4.1	9.0
City Hall Building	Main Floor	O	Existing Window	AD SOL-SH-SEL-2	Add Solar Shades	5	4.1	9.0
City Hall Building	Main Floor		Existing Window	AD SOL-SH-SEL-2	Add Solar Shades	5	4.1	9.0
City Hall Building	Main Floor	Stairwell	Existing Window	AD SOL-SH-SEL-2	Add Solar Shades	3	1.3	9.7
City Hall Building	Ground Floor	EN	Existing Door Penetration	RP WS19-6-VS7-SPEC-KN-DS6-6-AD-TH3-H	Replace Weatherstripping -Vertical Sweep-Kawneer-Door Sweep-Add Threshold	1	12.0	0.0
City Hall Building	Ground Floor	C	Existing Window	AD SOL-SH-SEL-1	Add Solar Shades	4	4.5	5.6
City Hall Building	Ground Floor	O	Existing Window	AD SOL-SH-SEL-1	Add Solar Shades	1	4.5	5.6
City Hall Building	Ground Floor	O	Existing Window	AD SOL-SH-SEL-1	Add Solar Shades	1	4.5	5.6
City Hall Building	Ground Floor	O	Existing Window	AD SOL-SH-SEL-1	Add Solar Shades	1	4.5	5.6

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Facility Name	Location in Facility	Room Type	Existing Description	Upgraded Code	Upgraded Code Description	Quantity (Existing)	Length (ft)	Height (ft)
City Hall Building	Main Floor	O	Existing Window	AD SOL-SH-WEL-2	Add Solar Shades	1	3.3	5.0
City Hall Building	Main Floor	O	Existing Window	AD SOL-SH-NEL-2	Add Solar Shades	7	3.7	6.1
City Hall Building	Main Floor	O	Existing Window	AD SOL-SH-EEL-2	Add Solar Shades	2	4.2	5.3
City Hall Building	Second Floor	Stairwell	Existing Window	AD SOL-SH-SEL-3	Add Solar Shades	3	1.3	7.8
City Hall Building	Second Floor	O	Existing Window	AD SOL-SH-NEL-3	Add Solar Shades	6	4.2	7.7
City Hall Building	Second Floor		Existing Window	AD SOL-SH-NEL-3	Add Solar Shades	3	3.7	6.0
City Hall Building	Second Floor	O	Existing Window	AD SOL-SH-WEL-3	Add Solar Shades	7	3.0	7.6
City Hall Building	Second Floor	O	Existing Window	AD SOL-SH-NEL-3	Add Solar Shades	2	3.0	7.6
City Hall Building	Second Floor	O	Existing Window	AD SOL-SH-SEL-3	Add Solar Shades	5	4.1	7.6
City Hall Building	Second Floor	O	Existing Window	AD SOL-SH-SEL-3	Add Solar Shades	5	4.2	7.7
City Hall Building	Second Floor	O	Existing Window	AD SOL-SH-EEL-3	Add Solar Shades	1	7.7	7.7
City Hall Building	Second Floor		Existing Window	AD SOL-SH-NEL-3	Add Solar Shades	1	9.3	11.1
City Hall Building	Second Floor	O	Existing Window	AD SOL-SH-EEL-3	Add Solar Shades	1	4.2	11.1
City Hall Building	Second Floor	O	Existing Window	AD SOL-SH-EEL-3	Add Solar Shades	1	4.2	7.7

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Exclusions

1. The scope of work does not include painting.
2. The scope of work does not include the repair or installation of brick or other masonry materials/systems.
3. The scope of work does not include the repair or installation of window or door systems.
4. The scope of work does not include the repair or installation of any structural systems.
5. The scope of work does not include repair or adjustment of any springs or opening mechanisms.
6. The scope of work excludes repairs or upgrades to bring the existing systems up to code, including egress and American's with Disabilities Act (ADA) code compliance issues.

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- Duct Cleaning
- Engineering services, studies, and analysis associated with any exclusions or work clearly outside of the scope definition
- Resolution of existing design, service, and or distribution conditions known or unknown.
- Unknown permits, fees, or processes required by local or oversight jurisdiction and/or utilities
- Repair or replacement of defective mechanical, electrical, life safety and fire or controls equipment, except the equipment described in the FIM description (JCI will identify the location of defective equipment and notify the Customer).

Building Envelope Improvements

1. Furnish and install the following building envelope improvements.

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Facility Name	Location in Facility	Room Type	Existing Description	Upgraded Code	Upgraded Code Description	Quantity (Existing)	Length (ft)	Height (ft)
Jackie Dole Sherrill Community Ctr.	1	K	Existing Door	RP WS17-1-DS3-1-H	Replace Weatherstripping-Door Sweep	1	3.0	7.0
Jackie Dole Sherrill Community Ctr.	1	EXIT	Existing Door	RP WS19-8-VS7-2-DS6-2-VH	Replace Weatherstripping-Vertical Sweep-Door Sweep	1	6.0	7.0
Jackie Dole Sherrill Community Ctr.	1	EXIT	Existing Door	RP WS19-6-VS7-2-DS6-2-H	Replace Weatherstripping-Vertical Sweep-Door Sweep	1	6.0	7.0
Jackie Dole Sherrill Community Ctr.	1	EN	Existing Door	RP WS19-8-VS7-2-DS6-2-VH	Replace Weatherstripping-Vertical Sweep-Door Sweep	1	6.0	7.0
Jackie Dole Sherrill Community Ctr.	1	Basement	Existing Door	RP WS17-1-DS3-1	Replace Weatherstripping-Door Sweep	1	3.0	7.0
Engineering Building	1st and Second Floor	NA	Existing Window	AD SOL-SH-WEL	Add Solar Shades	Existing Quantity of Exterior Windows	NA	NA

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FIM 4.1 Water Treatment Plant Controls Upgrade

JCI will provide equipment, materials, labor, supervision, and engineering necessary for the installation of the Work as specified in the scope below.

Water Treatment Plant 1

Well Water Pumps (WWP)

1. WWP-2
   a. JCI will remove the existing part winding motor starters and replace with a new 150HP, solid state motor starter (SSS) JCI will remove existing timers and relays associated with the existing part winding motor starters and leave with the Customer as surplus material. JCI will provide the interface circuitry between the existing remote telemetry unit (RTU) panel and the new solid state motor starter. The motor sizes are listed in the table below.

2. WWP-3, WWP-4, WWP-5
   a. JCI will remove the existing part winding motor starter panels and replace with a new solid state motor starter (SSS) panel (NEMA 3R Enclosure) for the well water pumps defined below. JCI leave existing panel with Customer as surplus. JCI will provide the interface circuitry between the existing remote telemetry unit (RTU) panel and the new solid state motor starter. The motor sizes are listed in the table below.

Well Water Pump (WWP)	Motor Size
WWP-3	150 hp
WWP-4	100 hp
WWP-5	125 hp

3. JCI will remove the existing RS485 copper communications cable between the central telemetry unit (CTU) panel and four (4) remote well panels and replace with fiber optic communication cable. JCI will provide and install fiber optics patch panels, patch cords, and media converters at the CTU and each of the remote RTU panels. JCI shall have the ability to abandon existing wiring and conduit in place, if not needed for new installation.

Service Pump Variable Frequency Drives

1. JCI will remove the existing part winding service pump (SP) motor starters from the existing motor control center (MCC) and replace with variable frequency drives (VFDs). JCI shall reuse the service pump motor leads. Variable frequency drive sizes are listed in the table below.

Service Pump (SP)	VFD Size
SP-1	75 hp
SP-2	75 hp
SP-3	125 hp
SP-4	125 hp

2. JCI will modify the existing MCC sections 2 and 3 to provide room in each section for a 175 amp, 3-pole circuit breaker, phase monitor, surge suppression device, line reactor, 75 HP VFD, control power transformer, and thermostatically controlled 10" cooling fan. The MCC sections will have new exterior doors and identification labels for Service Pump No.1 and Service Pump No.2. Load reactors will be supplied if required.
3. JCI will provide and install a new two (2) section MCC (60" wide) to be installed in the location of the existing air compressor. Each of the MCC sections will include a 225 amp, 3-pole circuit breaker, phase monitor, surge suppression device, line reactor, 125 HP VFD, control power transformer, and

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a. Valve operation
b. Feed rate

SCADA

1. JCI will remove and dispose the existing central telemetry unit (CTU).
   a. JCI will remove any unused wiring and conduit.
2. JCI will and provide and install one (1) new ICL-Shasta model CTU.
3. JCI will provide graphics for the following.
   a. overall plant layout
   b. one for each well site
   c. one for all service pumps
   d. one for Lime/Fluoride/Chlorine System
   e. one for filter system
   f. access to existing remote sites (water wells, booster stations, elevated tanks, and lift stations).
4. JCI will add basic programming logic to allow the four remote wells to operate in a lead/lag/alternating fashion based on the clearwell level.
5. JCI will add basic programming logic to allow the new chemical feed systems (chlorine, lime, and fluoride) to be paced based on the number of wells operating.
6. JCI shall ensure that pH and chlorine residual are mapped to the new SCADA system.
   a. Alarm functions shall be provided.
7. Furnish and install a new 30" wide MCC section in place of the existing graphics console to house the new hardware described above.
   a. Demolish the existing graphics console after installation

Water Treatment Plant 2

Well Water Pump

1. JCI will remove the existing part winding motor starter and replace with a new solid state motor starter (SSS) panel. JCI will leave the existing panel with Customer as surplus material. JCI will provide the interface circuitry between the existing Water Treatment Plant SCADA system and the new solid state motor starter. The motor size is listed in the table below.

Well Water Pump (WWP)	Motor Size
WWP-5	100 hp

Service Pump Variable Frequency Drives

1. JCI will remove the existing solid state and reduced voltage auto-transformer service pump (SP) motor starters from the existing motor control center (MCC) and replace with variable frequency drives (VFDs). JCI will reuse existing service pump motor leads. Variable frequency drive sizes are listed in the table below.

Service Pump (SP)	VFD Size
SP-1	75 hp
SP-2	150 hp
SP-3	150 hp
SP-4	150 hp

2. JCI will modify the existing Service Pump No.1 MCC section 4B to provide room for a phase monitor, surge suppression device, line reactor, 75 HP VFD, control power transformer, and

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   a. Alarm functions shall be provided.
7. Modifications shall include software and programming updates to modify the existing HMI to provide graphical representation of the wells, clearwell, chemical equipment (Lime/Fluoride/Chlorine), service pumps, filters, local system pressure, and influent/effluent flow rates.
8. Control Console Upgrades
   a. JCI will replace the existing well and high service pump selector switches and pilot lights with new CSI model SC101E simplex motor controllers. The new controllers will be mounted on an anodized aluminum plate that will be installed on the face of the existing control console in the location of the existing controls. The new motor controllers shall provide manual-off-automatic operation of the motors as well as visual indication for "called", "running", and "failed".

Lift Station Control Upgrade

1. JCI will provide retrofit RTU panels for 29 selected lift stations in order to provide the same level of monitoring and control as currently available with the existing SCADA system/HMI. The retrofit RTU panels will contain the necessary licensed VHF radio telemetry equipment and accessories along with a CSI duplex pump controller with built-in lift station analyzer/RTU. JCI will reuse the existing pump(s) circuit breakers and starters.
   a. JCI will provide and install a radio mast/pole and VHF antenna at twenty-nine (29) lift stations.
      i. JCI will provide an additional radio frequency for these additional sites.
   b. Lift Stations will be connected to the existing SCADA system.
   c. JCI shall provide estimated flow to each of the above duplex lift stations and map to the SCADA system.
   d. Utilize existing mounting racks where suitable for new RTU panel installation
2. JCI will furnish and install a retrofit solid state starter (SSS) panel for each of the lift stations defined below. The new solid state starters will be installed in NEMA 3R enclosures with control relays.

No. of Stations	Station/Motor Description	Pumps per Station	Number of Pumps
4	5hp, 240 volt, 3 phase Duplex Stations	2	8
7	7.5hp, 240 volt, 3 phase Duplex Stations	2	14
4	10hp, 240 volt, 3 phase Duplex Stations	2	8
2	20hp, 240 volt, 3 phase Duplex Stations	2	4
1	15hp, 480 volt, 3 phase Quadraplex Station	4	4
1	7.5hp, 240 volt, 3 phase Simplex Station	1	1
1	5hp, 240 volt, 3 phase Simplex Station	1	1
3	50hp, 480 volt, 3 phase Triplex Stations	3	9
1	2hp, 240 volt, 3 phase Simplex Station	1	1
2	15hp, 240 volt, 3 phase Duplex Stations	2	4
1	30hp, 240 volt, 3 phase Duplex Station	2	2
1	40hp, 240 volt, 3 phase Duplex Station	2	2
1	15hp, 480 volt, 3 phase Duplex Station	2	2
1	20hp, 480 volt, 3 phase Duplex Station	2	2
1	50hp, 480 volt, 3 phase Duplex Station	2	2
1	3hp, 240 volt, 3 phase Duplex Station	2	2
4	2hp, 240 volt, 3 phase Duplex Stations	2	8

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FIM 4.2 Water Conservation

JCI will provide equipment, materials, labor, supervision, and services necessary for the Work described below:

- Furnish and install up to five-thousand sixty-six (5,066) Itron Leak Sensors
  - Leak sensors that cannot be installed shall be left with the Customer as spare parts
- Furnish and install Leak Sensor Mounting Brackets for 1.5" and 2" pipes where required
- Furnish one (1) WaterPoint PLD Ground Microphone
- Furnish one (1) Vivax-Metrotech HL 6000X-PC correlation system that consists of two (2) radio transmitters, two (2) sensors, computer software, and case.
- Furnish two (2) Vivax-Metrotech PamHydro-2 hydrophones
  - Furnish and install Itron MVRS Software; provide software support for one (1) year (Customer to contract directly with the supplier after the first year)
- Furnish one (1) Itron FC300 SR Handheld Computer, one (1) A/C power cord, one (1) A/C power supply, and one (1) interface cable.
- Furnish one (1) Itron MC3 Mobile Collector with laptop computer.
  - This computer shall also be utilized for Itron MVRS software use and Vivax-Metrotech leak noise correlators
- Furnish one (1) Itron MC3 Portability Kit
- Furnish Itron mlogonline hosting services for up to five-thousand sixty-six (5,066) Itron Leak Sensors for one (1) year (Customer to contract directly with the supplier after the first year).
  - Itron Project Services to setup the Itron mlogonline
- One (1) year of annual maintenance for the VivaxMetrotech leak noise correlation system (Customer to contract directly with the supplier after the first year).
- Provide three (3) days of onsite training in the installation and operation of the Itron automated leak detection system hardware and software, Vivax-Metrotech leak noise correlators, and WaterPoint PLD ground microphone.

The Customer is responsible for making any repairs to its distribution system that are identified by the leak detection system in order to achieve the benefits described in Schedule 2. It is expressly understood that the costs associated with the potential repairs identified by the automated leak detection system shall be borne by the Customer and are not included within the scope of this Agreement, other than amounts that have been included as Customer Controlled Contingency funds in Schedule 4.

Exclusions:

- Repair or replacement of damaged or missing valve box or meter can lids
- Repair or replacement of damaged or broken valve or meter boxes
- Raising or lowering of valve or meter boxes
- Correcting faulty plumbing
- Correcting deficiencies within the existing AMR system
- Turning water on or off, as this is not required to perform the leak sensor installation Work

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EXHIBIT B

PROPOSALS RECEIVED FROM THE BANKS

usbancorp.

All of **us** serving you

Government Leasing and Finance

January 13, 2016

City of Hattiesburg, Mississippi

At your request, U.S. Bancorp Government Leasing and Finance, Inc. ("USBGLF") has prepared for your consideration the following proposal for financing ("Proposal"). **This is only a proposal and does not represent a commitment by U.S. Bancorp Government Leasing and Finance, Inc.**

Customer:	**City of Hattiesburg, Mississippi**						
Lessor:	**U.S. Bancorp Government Leasing and Finance, Inc.**						
PROPERTY:	**JCI EPC**						
EXPIRATION:	**March 7, 2016, see attached index for thereafter**						
LEASE QUOTE:	**Amount**	**Rate**	**Payments**	**Factor**	**Pmts / Year**	**Term**	**Adv. / Arr.**
Option A:	**7,528,000.00**	**2.75%**	**$316,875.69**	**.042093**	**2**	**15.5 years**	**Custom**
Option B:	**7,528,000.00**	**2.587%**	**$313,270.94**	**.041614**	**2**	**15.5 years**	**Custom**

Notes: There are no fees associated with this offer including the establishment and use of a U.S. Bank N.A. escrow account should one be required. Option A: The interest rate includes a custom prepayment provision where the district may not prepay for the first 5 years, but may then prepay at no penalty thereafter (as requested in the bid). Option B: Alternative Offer, may prepay in whole at any payment date for 103% of the remaining principal balance. See both amortization schedules attached. Both options include an interest only payment due 1 year from closing.

The Lease will be structured as a tax-exempt municipal lease, with title in the Lessee's name and USBGLF holding a security interest in the equipment during the term. The lease is "triple-net" with the Lessee responsible for taxes, maintenance and insurance. Documentation will be provided by USBGLF, including (i) standard representations, warranties and covenants by the Lessee pertaining to the accuracy of information, organization, authority, essential use, compliance with laws, pending legal action, location and use of collateral, insurance, financial reporting and financial covenants; and (ii) standard USBGLF provisions pertaining to events of default and remedies available upon default. This offer is subject to the execution of all documentation by the Lessee within a reasonable time and in form and substance acceptable to Lessee, USBGLF and USBGLF's counsel, including terms and conditions not outlined in this Proposal.

This Proposal is conditioned on there being no material adverse change in the financial condition of the Lessee. Additionally, the terms and conditions outlined herein are subject to final review and approval (including collateral and essential use review) by USBGLF's business, legal, credit, and equipment risk management personnel.

Sincerely,

Tasha Barreau

Tasha Barreau
Vice President
U.S. Bancorp Government Leasing & Finance, Inc.
Phone: 303-585-4053/303-330-4160
Email: tasha.barreau@usbank.com

Payment Schedules

Assumes an February 5, 2016 Lease Commencement

Option A:

	Date	Payment	Interest	Principal	Balance
Loan	2/5/2016				7,528,000.00
1	2/5/2017	209,649.35	209,649.35	0.00	7,528,000.00
2	8/5/2017	316,875.69	104,104.84	212,770.85	7,315,229.15
3	2/5/2018	316,875.69	101,162.43	215,713.26	7,099,515.89
4	8/5/2018	316,875.69	98,179.33	218,696.36	6,880,819.53
5	2/5/2019	316,875.69	95,154.97	221,720.72	6,659,098.81
6	8/5/2019	316,875.69	92,088.79	224,786.90	6,434,311.91
7	2/5/2020	316,875.69	88,980.21	227,895.48	6,206,416.43
8	8/5/2020	316,875.69	85,828.64	231,047.05	5,975,369.38
9	2/5/2021	316,875.69	82,633.49	234,242.20	5,741,127.18
10	8/5/2021	316,875.69	79,394.15	237,481.54	5,503,645.64
11	2/5/2022	316,875.69	76,110.01	240,765.68	5,262,879.96
12	8/5/2022	316,875.69	72,780.46	244,095.23	5,018,784.73
13	2/5/2023	316,875.69	69,404.86	247,470.83	4,771,313.90
14	8/5/2023	316,875.69	65,982.58	250,893.11	4,520,420.79
15	2/5/2024	316,875.69	62,512.98	254,362.71	4,266,058.08
16	8/5/2024	316,875.69	58,995.39	257,880.30	4,008,177.78
17	2/5/2025	316,875.69	55,429.16	261,446.53	3,746,731.25
18	8/5/2025	316,875.69	51,813.61	265,062.08	3,481,669.17
19	2/5/2026	316,875.69	48,148.06	268,727.63	3,212,941.54
20	8/5/2026	316,875.69	44,431.82	272,443.87	2,940,497.67
21	2/5/2027	316,875.69	40,664.19	276,211.50	2,664,286.17
22	8/5/2027	316,875.69	36,844.46	280,031.23	2,384,254.94
23	2/5/2028	316,875.69	32,971.90	283,903.79	2,100,351.15
24	8/5/2028	316,875.69	29,045.79	287,829.90	1,812,521.25
25	2/5/2029	316,875.69	25,065.39	291,810.30	1,520,710.95
26	8/5/2029	316,875.69	21,029.94	295,845.75	1,224,865.20
27	2/5/2030	316,875.69	16,938.68	299,937.01	924,928.19
28	8/5/2030	316,875.69	12,790.85	304,084.84	620,843.35
29	2/5/2031	316,875.69	8,585.65	308,290.04	312,553.31
30	8/5/2031	316,875.69	4,322.38	312,553.31	0.00
Grand Totals		9,399,044.36	1,871,044.36	7,528,000.00	

REQUEST FOR FINANCING BID
For
City of Hattiesburg, Mississippi
Energy Services Performance Contract

Bid Form

Lease Amount: $7,528,000

Rate of Interest Per Annum: 2.75 % Alternate offer : 2.587%

Escrow Fee: $ Ø

List Additional Costs: NONE

Attach Payment Schedule based on a lease commencement date of February 5, 2016, with a Principal Amount of $7,528,000, with 29 semi-annual level payments for a fifteen and one-half year (15.5) term beginning August 5, 2017 and ending on August 5, 2031, including a 5 year prepayment option.

For informational purposes list total interest cost and all inclusive rate although Lessee calculation will control.

Total Interest Cost $ 1,971,049.36 Alternate offer Total Interest: $ 1,753,932.45

All Inclusive Rate: 2.75 % All Inclusive Rate 2.587%

Bidder's Name: U.S. Bancorp Government Leasing & Finance, Inc.

Address: 950 17th St, 7th Floor
Denver, CO 80202

Phone Number: 303-585-4053 or 303-330-4160

E-mail Address: todd.burreau@usbank.com

Signature:

Title: VP

City of Hattiesburg, MS LP Series 2016
2.81%, 29 Semi-Annual Payments
Energy Efficiency Lease

Compound Period ..... : Semiannual

Nominal Annual Rate .... : 2.810 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	02/05/2016	7,528,000.00	1		
2	Payment	08/05/2017	326,840.58	29	Semiannual	08/05/2031

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	02/05/2016				7,528,000.00
2016 Totals		0.00	0.00	0.00	
1	08/05/2017	326,840.58	321,784.22	5,056.36	7,522,943.64
2017 Totals		326,840.58	321,784.22	5,056.36	
2	02/05/2018	326,840.58	105,697.36	221,143.22	7,301,800.42
3	08/05/2018	326,840.58	102,590.30	224,250.28	7,077,550.14
2018 Totals		653,681.16	208,287.66	445,393.50	
4	02/05/2019	326,840.58	99,439.58	227,401.00	6,850,149.14
5	08/05/2019	326,840.58	96,244.60	230,595.98	6,619,553.16
2019 Totals		653,681.16	195,684.18	457,996.98	
6	02/05/2020	326,840.58	93,004.72	233,835.86	6,385,717.30
7	08/05/2020	326,840.58	89,719.33	237,121.25	6,148,596.05
2020 Totals		653,681.16	182,724.05	470,957.11	
8	02/05/2021	326,840.58	86,387.77	240,452.81	5,908,143.24
9	08/05/2021	326,840.58	83,009.41	243,831.17	5,664,312.07
2021 Totals		653,681.16	169,397.18	484,283.98	
10	02/05/2022	326,840.58	79,583.58	247,257.00	5,417,055.07
11	08/05/2022	326,840.58	76,109.62	250,730.96	5,166,324.11
2022 Totals		653,681.16	155,693.20	497,987.96	
12	02/05/2023	326,840.58	72,586.85	254,253.73	4,912,070.38
13	08/05/2023	326,840.58	69,014.59	257,825.99	4,654,244.39
2023 Totals		653,681.16	141,601.44	512,079.72	
14	02/05/2024	326,840.58	65,392.13	261,448.45	4,392,795.94
15	08/05/2024	326,840.58	61,718.78	265,121.80	4,127,674.14
2024 Totals		653,681.16	127,110.91	526,570.25	

Whitney Bank DBA Hancock Bank

ESCROW FUND AND ACCOUNT CONTROL AGREEMENT

This Escrow Fund and Account Control Agreement (this *"Agreement"*), dated September 24, 2015, by and among Whitney Bank, a Mississippi state chartered bank, as lessor under the Lease described below (in such capacity, *"Lessor"*), a body corporate and politic and political subdivision duly organized and validly existing under the laws of the State of Mississippi (herein referred to as *"Lessee"*), and Whitney Bank, a Mississippi state chartered bank, as escrow agent hereunder (in such capacity, *"Escrow Agent"*).

Reference is made to that certain Master Equipment Lease-Purchase Agreement dated as of , the terms and conditions of which have been incorporated by reference into that certain Equipment Schedule No. 2015-2 dated September 24, 2015 (collectively with such incorporated terms and conditions referred to herein as the *"Lease"*), each between Lessor and Lessee, covering the acquisition, purchase and leasing of certain Equipment described therein (the *"Equipment"*). It is a requirement of the Lease that be deposited into an escrow under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

The parties agree as follows:

1. *Creation of Escrow Fund.* (a) There is hereby created a special trust fund to be known as the " 2015-2 Equipment Acquisition Escrow Fund" (the *"Escrow Fund"*) to be held in trust by Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) Escrow Agent shall invest and reinvest moneys on deposit in the Escrow Fund, in it, which is a Qualified Investment. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Fund, and Lessee agrees to and does hereby release Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Fund shall become part of the Escrow Fund, and gains and losses on the investment of the moneys on deposit in the Escrow Fund shall be borne by the Escrow Fund. Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Fund and is not a trustee or a fiduciary to Lessee. Escrow Agent shall not be responsible for any market decline in the value of the Escrow Fund and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Fund, except upon specific written instructions stated herein. For purposes of this Agreement, *"Qualified Investments"* means any investments which meet the requirements of For purposes of this

(h) Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its gross negligence or willful misconduct.

(i) Lessee shall reimburse Escrow Agent for all reasonable costs and expenses, including those of Escrow Agent's attorneys, agents and employees incurred for extraordinary administration of the Escrow Fund and the performance of Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, or in connection with any dispute between Lessor and Lessee concerning the Escrow Fund.

(j) Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation (the *"Effective Date"*), which shall be a date not less than 90 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, Escrow Agent shall be under no further obligation except to hold the Escrow Fund in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Fund.

(k) Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no fiduciary or implied duties, responsibilities or obligations shall be read into this Agreement.

2. *Acquisition of Property.*

(a) *Acquisition Contracts.* Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Fund. Lessee represents that the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof.

(b) *Authorized Escrow Fund Disbursements.* Disbursements from the Escrow Fund shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring and installing the Equipment.

(c) *Requisition Procedure.* No disbursement from the Escrow Fund shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Fund there shall be filed with Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due. Each such requisition shall be signed by an authorized representative of Lessee (an *"Authorized Representative"*) and by Lessor, and shall be subject to the following:

6. *Control of Escrow Account.* In order to perfect Lessor's security interest by means of control in (i) the Escrow Fund established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Fund, (iii) all of Lessee's rights in respect of the Escrow Fund, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the *"Collateral"*), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the a [illegible] *Commercial Code*") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) Escrow Agent hereby represents and warrants that (I) the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (II) Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (III) Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Escrow Agent may allow Lessee to effect sales, trades, transfers and exchanges of Collateral within the Escrow Fund, but will not, without the prior written consent of Lessor, allow Lessee to withdraw any Collateral from the Escrow Fund. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Fund. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the

If to Lessor: Whitney Bank
2510 14th St., 2nd Fl.
Gulfport, MS 39501
Attn: Roxanne Reynolds
Fax: (228) 563-5721

If to Lessee:

Attn:
Fax: _____

If to Escrow Agent: Whitney Bank
Susan Tsimaratos
Jackson, MS
Attn:
Fax: 601-368-9457

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SCHEDULE 1
to Escrow Fund and Account Control Agreement

FORM OF DISBURSEMENT REQUEST

RE: Master Equipment Lease-Purchase Agreement dated as of August 1, 2015, the terms and conditions of which have been incorporated by reference into that certain Equipment Schedule No. 2015-2 dated September 24, 2015 (collectively with such incorporated terms and conditions referred to herein as the *"Lease"*), between Whitney Bank, as Lessor, and e. (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow Fund and Account Control Agreement, dated September 24, 2015 (the *"Escrow Agreement"*) among Whitney Bank, as Lessor under the Lease (in such capacity, *"Lessor"*), Lessee (*"Lessee"*), and Whitney Bank, a Mississippi state chartered bank, (in such capacity, *"Escrow Agent"*), the undersigned hereby requests that Escrow Agent pay the following account from the Escrow Fund created under the Escrow Agreement:

WIRE INSTRUCTIONS

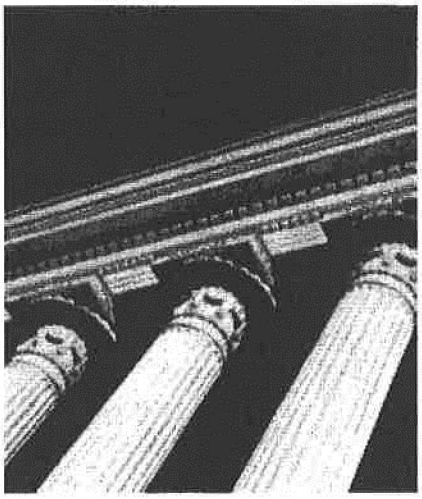
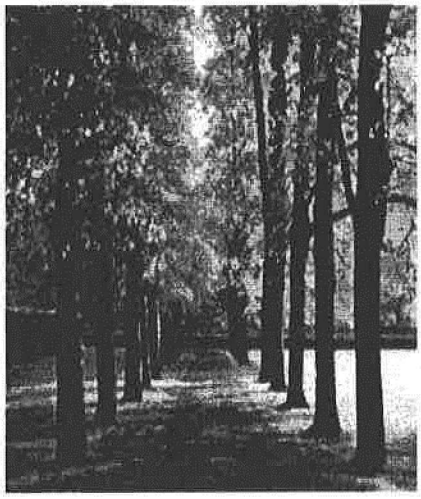
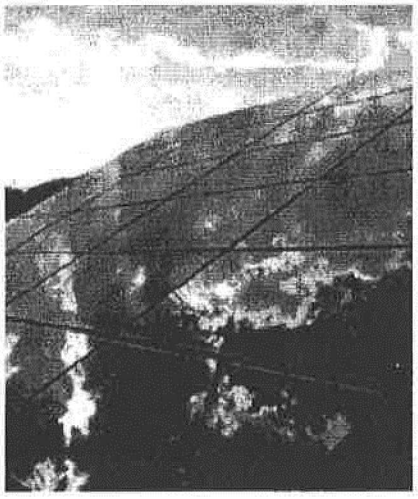
Bank Name: _____
ABA: _____
Account Number: _____
Account Name: _____
Ref: _____
Dollar Amount: $_____

The undersigned hereby certifies as follows:

(i) An obligation in the stated amount has been incurred by Lessee, and the same is a proper charge against the Escrow Fund for costs relating to the Equipment identified in the Lease, and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof), and the Equipment relating to such obligation has been delivered, installed and accepted by Lessee. Attached hereto is the original invoice with respect to such obligation.

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

Bank of America
Merrill Lynch

Tax-Exempt Lease/Purchase Financing Proposal for the City of Hattiesburg, MS

January 14, 2016

As part of Bank of America's 10-year, $125 billion business initiative to address climate change, we promote an environmentally sustainable economy through financing for energy efficiency projects and renewable energy assets.

Bank of America
Merrill Lynch

Geoffrey R. Culm
Senior Vice President
Energy Services

Banc of America Public Capital Corp
135 S. LaSalle Street, 10th Floor
IL4-135-10-42
Chicago, IL 60603
Email:geoffrey.r.culm@baml.com
Tel: (312) 828.5319
Fax: (312) 453.3981

January 14, 2016

VIA ELECTRONIC MAIL

Mr. Barry Friedman
President
Friedman, Luzzatto & Co.
14755 Preston Road, Suite 515
Dallas, TX 75254
barry@fl-co.com

Mr. Art Brickey
Senior Vice President
Friedman, Luzzatto & Co.
14755 Preston Road, Suite 515
Dallas, TX 75254
art@fl-co.com

Re: $7.5 Mln (approximate) NBQ, Tax-Exempt, Equipment Lease/Purchase Agreement Finance Proposal for the City of Hattiesburg, MS.

Dear Mr. Friedman and Mr. Brickey:

Thank you for the opportunity to present to you the attached terms and conditions for the financing of the above equipment lease/purchase finance transaction for the City of Hattiesburg, MS (the "City" or "Lessee"). Banc of America Public Capital Corp ("BAPCC" or "Lessor") looks forward to the opportunity to provide our tax-exempt equipment finance services for this important transaction.

BAPCC and Bank of America, National Association ("BANA"), offer unique financing features and qualifications that can be leveraged on behalf of the City to complete this equipment lease/purchase transaction at a low interest cost and in a smooth and efficient manner. These features and qualifications include:

1. TAX-EXEMPT PRIVATE PLACEMENT EXPERIENCE: BAPCC/BANA are leading providers of private placement capital to the state government, municipal local government, K-12, housing authority, and higher education tax-exempt markets. Our teams are highly experienced in documenting and closing tax-exempt lease purchase and private placement transactions;

AGREED AND ACCEPTED:

CITY OF HATTIESBURG, MS

By: _____

Title: _____

Date: _____

Tax ID: _____

cc: Bill Antonetti, Joe Miller, Alice Schwartz

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II. Structure, Project Description

Purpose:

The purpose of this transaction is to provide financing to the Lessee for the installation and acquisition of certain energy improvements (collectively, the "*Equipment*") for the City, under a guaranteed savings energy performance contract (the "EPC") with Johnson Controls, Inc. (the "*Vendor*").

Structure:

This transaction will be structured as a tax-exempt equipment lease purchase agreement ("*Lease/Purchase*") between Lessee and Lessor. Repayments under the Lease/Purchase shall be absolute and unconditional, subject only to annual appropriation of funds by the Lessee's governing body and in accordance with the laws of the State of Mississippi. The Lease/Purchase will be a net financial lease, and all expenses, including but not limited to insurance, maintenance, and taxes, will be for the account of Lessee. Subject to annual appropriation, repayment of the Lease/Purchase will be made from the Lessee's General Fund plus any other legally available funds of the Lessee.

Security:

Upon acceptance of the Equipment, title to the Equipment shall be vested in Lessee. Leessee's obligations under the Lease/Purchase shall be secured by, among other things, a first priority security interest in the Equipment, evidenced by the filing of UCC financing and fixture filing statements – *thus legal property descriptions will be needed for the project facilities.* At maturity of the Lease/Purchase, upon payment of all outstanding amounts under the Lease/Purchase, Lender's security interest in the Equipment shall be released and Lessee shall retain the Equipment. Lessee shall be required to maintain the Equipment free and clear of other liens, to insure the Equipment (public liability and property damage insurance), to promptly repair or replace any damaged or destroyed Equipment and to pay any applicable taxes.

Lessor will require a security interest all project Equipment.

Approximate Proceeds:

Project Amount:	$7,528,000
Lessee's Costs of Issuance:	TBD
Lessor's Legal Expense Allocated to Costs of Issuance*:	$ -0-
TOTAL PROCEEDS (approximate):	$7,528,000

* Assuming Lessor's standard documents are used without considerable edit.

OF SIX MONTHS AS A MEANS TO CIRCUMVENT THE RATE THAT LESSEE HAS ASKED LESSOR TO HOLD.

PLEASE BE ADVISED THAT THE PROPOSED INDICATIVE PRICING INDEX SET FORTH ABOVE IS ONLY AVAILABLE FOR A TRANSACTION THAT IS FULLY FUNDED OR FOR SPECIFIC EQUIPMENT THAT HAS COMMENCED FUNDING UNDER A LEASE/PURCHASE AGREEMENT PURSUANT TO THIS PROPOSAL WITHIN 180 DAYS. THEREAFTER, LESSOR MAY AT ITS DISCRETION ADJUST ITS PRICING TO REFLECT ADVERSE CHANGES IN ITS COST OF FUNDS OR CHANGES GENERALLY IN MARKET CREDIT MARGINS.

PLEASE NOTE THAT THE PRICING AND RATE ABOVE ARE BASED ON THE AVERAGE LIFE OF THE ATTACHED DRAFT AMORTIZATION SCHEDULE. TO THE EXTEXT THAT THE AVERAGE LIFE OF THE FINAL AMORTIZATION SCHEDULE CHANGES FROM THE ATTACHED, THE RESPECTIVE RATE ABOVE IS SUBJECT TO MODIFCATION BY LESSOR TO ACCOUNT FOR ANY LENGTHENING OF THE AVERAGE LIFE OF THE FINAL TRANSACTION SCHEDULE.

Closing Costs: Lessee will be responsible for its own closing costs, including its own legal costs for providing a legal/validity and tax opinion(s) for the transaction. Lessee may include legal and financing costs in the transaction amount. Lessor will not allocate a legal fee to the costs of issuance for the transaction so long as the comments or edits to the submitted documentation are minimal.

IV. Prepayment and Other Terms

Prepayment: With 60 days advance notice, Lessee will have the option to prepay the Lease/Purchase on any payment date by paying the applicable Termination Value which shall be calculated as **102 %** of the outstanding principal balance of the transaction.

Documents: To be submitted by Lessor. All transaction documents are subject to review and approval by Lessor.

Opinion(s) of Counsel: Counsel to Lessee shall deliver a legal validity and tax opinion(s) to Lessor at closing in form and substance satisfactory to Lessor. Lessee and its counsel shall assume responsibility that the documents and contracts for the financing and the Vendor agreement are legal and valid and in compliance with State of Mississippi statutes.

Tax Exempt Obligation: The Lease/Purchase payments have been calculated on the following assumptions and representations by Lessee that Lessee:

1. is a state or political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code (the "Code") and duly created and validly existing under the laws of the State of Mississippi;

participation. Lessee consents to a private placement transaction within the meaning of applicable federal securities laws.

"Non-Bank Qualified": This proposal assumes the transaction will be deemed "Non-Bank Qualified" for federal tax purposes.

Proposal Expiration Date: This proposal must be accepted within ten (10) business days to be valid.

USA Patriot Act Compliance: The Lessee acknowledges that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"), the Lessor is required to obtain, verify and record information that identifies the Lessee, which information includes the name and address of the Lessee and other information that will allow the Lessor to identify the Lessee in accordance with the Patriot Act.

Municipal Advisor Disclosure: This document is submitted in response to your Request for Financing Bid received on 1/5/16. The contents of this document and any subsequent discussions between us, including any and all information, recommendations, opinions, indicative pricing, quotations and analysis with respect to any municipal financial product or issuance of municipal securities, are provided to you in reliance upon the exemption provided for responses to requests for proposals or qualifications under the municipal advisor rules (the *"Rules"*) of the Securities and Exchange Commission (240 CFR 15Ba1-1 *et seq.*).

The Staff of the SEC's Office of Municipal Securities has issued guidance which provides that, in order for a request for proposals to be consistent with this exemption, it must (a) identify a particular objective, (b) be open for not more than a reasonable period of time (up to six months being generally considered as reasonable), and (c) involve a competitive process (such as by being provided to at least three reasonably competitive market participants) or by being publicly posted to your official website. In submitting this response, we have relied upon your compliance with this guidance.

In submitting this response, we are not undertaking to act as a "municipal advisor" to you or any other person within the meaning of the Rules. In connection with this response and the transactions described herein, we are not subject to, and we hereby disclaim, any fiduciary duty to you or to any other person. We understand that you will consult with and rely on the advice of your own municipal, financial, tax, legal and other advisors as and to the extent you deem necessary in connection with your evaluation of this response and the transactions described herein.

Draft Amortization Schedule

CITY OF HATTIESBURG, MS

NBQ, Equipment Lease/Purchase Finance Agreement

Date	Funding	Payment	2.435% Interest	Principal	Outstanding Balance	Termination Value
2/5/2016	7,528,000.00				7,528,000.00	
8/5/2017		317,114.53	274,960.20	42,154.33	7,485,845.67	7,635,562.58
2/5/2018		317,114.53	91,140.17	225,974.36	7,259,871.31	7,405,068.73
8/5/2018		317,114.53	88,388.93	228,725.60	7,031,145.71	7,171,768.62
2/5/2019		317,114.53	85,604.20	231,510.33	6,799,635.38	6,935,628.08
8/5/2019		317,114.53	82,785.56	234,328.97	6,565,306.41	6,696,612.53
2/5/2020		317,114.53	79,932.61	237,181.93	6,328,124.48	6,454,686.97
8/5/2020		317,114.53	77,044.92	240,069.62	6,088,054.86	6,209,815.96
2/5/2021		317,114.53	74,122.07	242,992.46	5,845,062.40	5,961,963.65
8/5/2021		317,114.53	71,163.63	245,950.90	5,599,111.50	5,711,093.73
2/5/2022		317,114.53	68,169.18	248,945.35	5,350,166.15	5,457,169.48
8/5/2022		317,114.53	65,138.27	251,976.26	5,098,189.89	5,200,153.69
2/5/2023		317,114.53	62,070.46	255,044.07	4,843,145.83	4,940,008.74
8/5/2023		317,114.53	58,965.30	258,149.23	4,584,996.59	4,676,696.53
2/5/2024		317,114.53	55,822.33	261,292.20	4,323,704.40	4,410,178.48
8/5/2024		317,114.53	52,641.10	264,473.43	4,059,230.97	4,140,415.58
2/5/2025		317,114.53	49,421.14	267,693.39	3,791,537.57	3,867,368.32
8/5/2025		317,114.53	46,161.97	270,952.56	3,520,585.01	3,590,996.71
2/5/2026		317,114.53	42,863.12	274,251.41	3,246,333.60	3,311,260.27
8/5/2026		317,114.53	39,524.11	277,590.42	2,968,743.18	3,028,118.04
2/5/2027		317,114.53	36,144.45	280,970.08	2,687,773.10	2,741,528.56
8/5/2027		317,114.53	32,723.64	284,390.89	2,403,382.20	2,451,449.85
2/5/2028		317,114.53	29,261.18	287,853.35	2,115,528.85	2,157,839.43
8/5/2028		317,114.53	25,756.56	291,357.97	1,824,170.88	1,860,654.30
2/5/2029		317,114.53	22,209.28	294,905.25	1,529,265.63	1,559,850.94
8/5/2029		317,114.53	18,618.81	298,495.72	1,230,769.91	1,255,385.30
2/5/2030		317,114.53	14,984.62	302,129.91	928,640.00	947,212.80
8/5/2030		317,114.53	11,306.19	305,808.34	622,831.66	635,288.29
2/5/2031		317,114.53	7,582.98	309,531.56	313,300.10	319,566.10
8/5/2031		317,114.53	3,814.43	313,300.10	0.00	0.00
	7,528,000.00	9,196,321.42	1,668,321.42	7,528,000.00		-

issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Term Sheet and any other information, materials or communications provided by the Purchaser: (a) the Purchaser and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Purchaser and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Term Sheet, information, materials or communications; (c) the Purchaser and its representatives are acting for their own interests; and (d) the Issuer and the Borrower have been informed that the Issuer and the Borrower should discuss this Term Sheet and any such other information, materials or communications with any and all internal and external advisors and experts that the Issuer and the Borrower, respectively, deem appropriate before acting on this Term Sheet or any such other information, materials or communications.

Taxability and Changes in Tax Rate:

Upon the occurrence of a *Determination of Taxability* of the Loan, the Borrower agrees to pay to **the Lender** a rate of interest from the date of Loan funding that would provide the Lender with an after-tax yield on the then outstanding principal amount of this Loan at least equal to the after-tax yield the Lender could have received if a Determination of Taxability had not occurred.

Transfer Provisions:

The Lender shall maintain the right to transfer and/or assign, in whole or in part, its rights hereunder, the Debt Instrument and/or the Loan, or, in either case, any interest therein, to any person or entity in its sole and absolute discretion. The Borrower may not assign its rights hereunder or under any of the Loan Documents to any person without the prior written consent of the Lender.

Disclaimer:

This term sheet describes some of the basic terms and conditions proposed to be included in the documents between the Lender and the Borrower. This term sheet does not purport to summarize all the conditions, covenants, representations, warranties, assignments, events of default, cross default, acceleration events, remedies or other provisions that may be contained in documents required to consummate this financing.

Non-Bank Qualified:

As it is not anticipated that this transaction will be bank qualified, the interest rate stated on the attached exhibit assumes that the Lease will be a non-bank qualified tax-exempt obligation. Section 265(b) 3 of the Internal Revenue Code of 1986 exempts certain tax-exempt obligations (bank qualified), not in excess of $10,000,000.00 per year, from the 100% preference tax disallowance applicable to banks, and provided that the reasonably anticipated amount of qualified tax-exempt obligations to be issued by the issuing authority during the calendar year does not exceed $10,000,000.00. If the issuing authority reasonably anticipates that it will issue in excess of $10,000,000.00 in qualified tax-exempt obligations during the calendar year, the Lease will be designated as a non-bank qualified tax-exempt obligation

Escrow Account:

Funds to be placed in a Regions Trust Escrow account at close.

Opinion of Counsel:

Prior to closing the Lease, Lessor must be provided with an opinion of Lessee's counsel, at Lessee's expense, satisfactory to Lessor and its counsel, which shall include opinions that the Lease and related documentation are duly authorized, executed and delivered by Lessee, that the parties have complied with all applicable state laws, including laws regulating bidding or government contracts and that rents payable under the Lease will be exempt from state and federal income taxes.

commitment letter shall expire as of the close of business on February 14, 2016 unless extended in writing by Lessor. This commitment may not be modified, supplemented or otherwise changed except in a writing signed by an officer of Lessor, subject to the further limitations expressed above.

We look forward to your early review and acceptance of this commitment. If there are any questions, please do not hesitate to contact me directly at 601-310-3437

On behalf of Regions Capital Advantage, Inc., by express authority

Sincerely,

Ryan Hinton
Vice President

CITY OF HATTIESBURG, MS
PROPOSAL ACCEPTED:

By: _____

Title: _____

Date: _____

Loan Amortization

date	funding	payment	interest @ 2.3100	principal	balance
Feb-05-16	7,528,000.00				7,528,000.00
Aug-05-17		290,286.64	260,845.20	29,441.44	7,498,558.56
Feb-05-18		290,286.64	86,608.35	203,678.29	7,294,880.27
Aug-05-18		290,286.64	84,255.87	206,030.78	7,088,849.49
Feb-05-19		290,286.64	81,876.21	208,410.43	6,880,439.06
Aug-05-19		290,286.64	79,469.07	210,817.57	6,669,621.49
Feb-05-20		290,286.64	77,034.13	213,252.51	6,456,368.98
Aug-05-20		290,286.64	74,571.06	215,715.58	6,240,653.40
Feb-05-21		290,286.64	72,079.55	218,207.10	6,022,446.30
Aug-05-21		290,286.64	69,559.25	220,727.39	5,801,718.91
Feb-05-22		290,286.64	67,009.85	223,276.79	5,578,442.13
Aug-05-22		290,286.64	64,431.01	225,855.64	5,352,586.49
Feb-05-23		290,286.64	61,822.37	228,464.27	5,124,122.22
Feb-05-23		5,124,122.22	0.00	5,124,122.22	0.00
	7,528,000.00	8,607,561.93	1,079,561.93	7,528,000.00	

to a prepayment premium calculated on the outstanding principal balance at the time of the termination as follows:

Year	15 Year Premium
1	5.00%
2	4.50%
3	4.00%
4	3.50%
5	3.00%
6-15	0.00%

Costs of Issuance: Lessee will be responsible for all costs related to this financing.

Financial Reporting: Receipt of annual audited financial statements within 180 days of the fiscal year end. Receipt of other information as Lessor may from time to time reasonably request.

Documents: All documents relating this Facility shall be attorney prepared and in a form and substance acceptable to Lender and its legal counsel, including legal opinions customary for transactions of this nature including an opinion of tax-exemption and validity provided by nationally recognized bond counsel of the Issuer and an opinion of Borrower's counsel confirming that the documents to which the Borrower is a party (a) have been duly authorized by all requisite corporate action on the part of the Borrower, and have been duly executed and delivered by Borrower, and (b) constitute the legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms.

Net Lease The Lease will be a triple net lease in that the Lessee will be responsible for (a) sales, transfer, use and property taxes, and any other taxes, assessments, levies, fees and charges of any governmental authority imposed against the Property or the Lease, with the exception of Federal and state taxes on the net income of the Lessor and other taxes, (b) maintenance and repair of the Property, (c) loss, damage or casualty to the Property as described below, (d) insurance as described below, (e) removal of all liens (other than permitted liens) against the Property, and (f) and all costs, fees, charges and expenses related to any of the foregoing or otherwise relating to the installation, use, possession, operation, maintenance, repair and return of the Property.

Conditions Precedent to Closing: Issuer's obligation will be subject to such terms and conditions that the Lessor may require with respect to this transaction, or as are customarily required with respect to similar credits and as set forth in the facility documents. Without limitation, such terms and conditions shall include:

1. Absence of Default.
2. Accuracy of Representations and Warranties.
3. Negotiation and Execution of satisfactory closing documents.
4. Absence of material adverse change in financial condition of Lessee during the period from the date hereof to the Closing Date.

Market Disruption: Notwithstanding anything contained herein to the contrary, in the event any material change shall occur in the financial markets after the date of this term sheet and until closing, including but not limited to any governmental action or other event which materially adversely affects the extension of credit by banks, leasing companies or other lending institutions, the Lessor may renegotiate the indicative pricing described above.

Loan Amortization

Date	Starting Balance	Takedowns	Debt Service	Interest	Principal	Ending Balance
2/5/2016	$0.00	$7,528,000.00	$0.00	$0.00	$0.00	$7,528,000.00
8/5/2016	$7,528,000.00	$0.00	$0.00	$126,465.31	-$126,465.31	$7,654,465.31
2/5/2017	$7,654,465.31	$0.00	$203,715.00	$128,589.84	$75,125.16	$7,579,340.15
8/5/2017	$7,579,340.15	$0.00	$341,553.74	$127,327.79	$214,225.95	$7,365,114.19
2/5/2018	$7,365,114.19	$0.00	$341,553.74	$123,728.94	$217,824.81	$7,147,289.39
8/5/2018	$7,147,289.39	$0.00	$341,553.74	$120,069.63	$221,484.11	$6,925,805.27
2/5/2019	$6,925,805.27	$0.00	$341,553.74	$116,348.84	$225,204.90	$6,700,600.38
8/5/2019	$6,700,600.38	$0.00	$341,553.74	$112,565.55	$228,988.19	$6,471,612.19
2/5/2020	$6,471,612.19	$0.00	$341,553.74	$108,718.71	$232,835.03	$6,238,777.15
8/5/2020	$6,238,777.15	$0.00	$341,553.74	$104,807.24	$236,746.51	$6,002,030.65
2/5/2021	$6,002,030.65	$0.00	$341,553.74	$100,830.05	$240,723.69	$5,761,306.96
8/5/2021	$5,761,306.96	$0.00	$341,553.74	$96,786.06	$244,767.68	$5,516,539.28
2/5/2022	$5,516,539.28	$0.00	$341,553.74	$92,674.13	$248,879.61	$5,267,659.67
8/5/2022	$5,267,659.67	$0.00	$341,553.74	$88,493.12	$253,060.62	$5,014,599.04
2/5/2023	$5,014,599.04	$0.00	$341,553.74	$84,241.87	$257,311.87	$4,757,287.17
8/5/2023	$4,757,287.17	$0.00	$341,553.74	$79,919.21	$261,634.54	$4,495,652.64
2/5/2024	$4,495,652.64	$0.00	$341,553.74	$75,523.92	$266,029.82	$4,229,622.82
8/5/2024	$4,229,622.82	$0.00	$341,553.74	$71,054.80	$270,498.94	$3,959,123.88
2/5/2025	$3,959,123.88	$0.00	$341,553.74	$66,510.60	$275,043.14	$3,684,080.74
8/5/2025	$3,684,080.74	$0.00	$341,553.74	$61,890.06	$279,663.68	$3,404,417.06
2/5/2026	$3,404,417.06	$0.00	$341,553.74	$57,191.90	$284,361.84	$3,120,055.23
8/5/2026	$3,120,055.23	$0.00	$341,553.74	$52,414.82	$289,138.92	$2,830,916.30
2/5/2027	$2,830,916.30	$0.00	$341,553.74	$47,557.48	$293,996.26	$2,536,920.04
8/5/2027	$2,536,920.04	$0.00	$341,553.74	$42,618.54	$298,935.20	$2,237,984.84
2/5/2028	$2,237,984.84	$0.00	$341,553.74	$37,596.63	$303,957.11	$1,934,027.73
8/5/2028	$1,934,027.73	$0.00	$341,553.74	$32,490.36	$309,063.38	$1,624,964.34
2/5/2029	$1,624,964.34	$0.00	$341,553.74	$27,298.30	$314,255.44	$1,310,708.90
8/5/2029	$1,310,708.90	$0.00	$341,553.74	$22,019.02	$319,534.72	$991,174.19
2/5/2030	$991,174.19	$0.00	$341,553.74	$16,651.06	$324,902.69	$666,271.50
8/5/2030	$666,271.50	$0.00	$341,553.74	$11,192.91	$330,360.83	$335,910.67
2/5/2031	$335,910.67	$0.00	$341,553.74	$5,643.07	$335,910.67	$0.00
Total		7,528,000.00	9,767,219.76	2,239,219.76	7,528,000.00	

EXHIBIT C

FORM OF LEASE PURCHASE AGREEMENT

"Contract Rate" means the rate identified as such in the Payment Schedule.

"Equipment" means the property listed in the Equipment Schedule and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article V hereof. Whenever reference is made in this Agreement to Equipment, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

"Equipment Costs" means the total cost of the Equipment, including related costs such as freight, installation and taxes, capitalizable costs, and costs of issuance incurred in connection with the acquisition and/or financing of the Equipment.

"Equipment Schedule" means the equipment schedule attached hereto as Exhibit A and made a part hereof.

"Escrow Account" means the fund established and held by the Escrow Agent pursuant to the Escrow Agreement, if any.

"Escrow Agreement" means the Escrow and Account Control Agreement in form and substance acceptable to and executed by Lessee, Lessor and the Escrow Agent, pursuant to which an Escrow Account is established and administered.

"Escrow Agent" means the Escrow Agent identified in the Escrow Agreement, and its successors and assigns.

"Event of Default" means an Event of Default described in Section 12.01 hereof.

"Fiscal Year" means the fiscal year of the Lessee beginning each October 1st and ending each September 30th.

"Lease Term" means the Original Term and all Renewal Terms, with a final Renewal Term ending on August 4, 2032, unless terminated earlier in accordance with the terms of this Agreement.

"Lessee" means the entity referred to as Lessee in the first paragraph of this Agreement.

"Lessor" means (a) the entity referred to as Lessor in the first paragraph of this Agreement or (b) any assignee or transferee of any right, title or interest of Lessor in and to this Agreement, including the Equipment, the Rental Payments and other amounts due hereunder, pursuant to Section 11.01 hereof, or the Escrow Account, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform hereunder.

"Material Adverse Change" means any change in Lessee's creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Lessee, or (ii) Lessee's ability to perform its obligations under this Agreement.

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at such Commencement Date.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(e) Lessee has complied with the Act in accordance with the acquisition by Lessee of the Equipment.

(f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid hereunder.

(g) Lessee has kept, and throughout the Lease Term shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows, and (4) footnotes, schedules and attachments to the financial statements) within 270 days of its fiscal year end, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) upon Lessor's request, its annual budget for any prior or current fiscal year or the following fiscal. The financial statements described in subsection (g) shall be accompanied by an unqualified opinion of Lessee's auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has an immediate need for the Equipment and expects to make immediate use of the Equipment. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Lease Term.

(i) The payment of the Rental Payments or any portion thereof is not directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. Lessee shall not permit the Federal government to guarantee any Rental Payments. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Lessee's financial condition or impairs its ability to perform its obligations under this Agreement or the Escrow Agreement. Lessee will, at its expense, maintain its legal existence in good standing and do any further act and execute, acknowledge, deliver, file, register and record

Term. Lessee agrees to deliver written notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees to cease use of the Equipment and peaceably remove and deliver at Lessee's expense the Equipment to Lessor at the location(s) to be specified by Lessor.

Section 3.04. Conditions to Lessor's Performance.

(a) As a prerequisite to the performance by Lessor of any of its obligations under this Agreement, Lessee shall deliver to Lessor the following:

(i) An Escrow Agreement in the form set forth in Exhibit I hereto, satisfactory to Lessor and executed by Lessee and the Escrow Agent;

(ii) A certified copy of a resolution, ordinance or other official action of Lessee's governing body, substantially in the form attached hereto as Exhibit C-1, authorizing the execution and delivery of this Agreement and the Escrow Agreement and performance by Lessee of its obligations under this Agreement and the Escrow Agreement;

(iii) A Certificate executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit C-2, completed to the satisfaction of Lessor;

(iv) Opinions of counsel to Lessee in substantially the forms attached hereto as Exhibit D and otherwise satisfactory to Lessor;

(v) Evidence of insurance as required by Section 7.02 hereof;

(vi) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to Section 6.02 hereof;

(vii) Reserved;

(viii) Reserved;

(ix) A copy of a fully completed and executed Form 8038-G;

(x) A certified copy of any Surety Bond satisfying the conditions set forth in Section 7.04 hereof, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date, provided however, that no "Disbursement Request" pursuant to the Escrow Agreement shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in Section 7.04 have been delivered to Lessor; and

(xi) Such other items reasonably required by Lessor.

(b) In the event that Lessee does not spend sufficient moneys in the Escrow Account within six (6) months after the date the deposit is made pursuant to Section 3.04(c) hereof, Lessee will, if required by Section 148(f) of the Code to pay rebate: (i) establish an account to deposit the Rebate Amount (as defined in Section 1.148-3(b) of the Regulations) not less frequently than once per year after the Commencement Date (the "*Rebate Account*"); and (ii) rebate to the United States, not less frequently than once every five (5) years after the Commencement Date, an amount equal to at least 90% of the Rebate Amount and within 60 days after payment of all Rental Payments or the Termination Value as provided in Section 10.01(a) hereof, 100% of the Rebate Amount, as required by the Code and any regulations promulgated thereunder. Lessee shall determine or shall cause the Rebate Amount to be determined, if any, as required by the Code and the Regulations and upon payment of all Rental Payments or the Termination Value and shall maintain such determination, together with any supporting documentation required to calculate the Rebate Amount, until six (6) years after the date of the final payment of the Rental Payments or the Termination Value.

Section 4.06. Event of Taxability. Upon the occurrence of an Event of Taxability, the interest component of Rental Payments and any charge on Rental Payments or other amounts payable based on the Contract Rate shall have accrued and be payable at the Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate.

For purposes of this Section, *"Event of Taxability"* means a determination that the interest component is includible for federal income tax purposes in the gross income of the owner thereof due to Lessee's action or failure to take any action.

Section 4.07. Mandatory Prepayment. Any funds not applied to Equipment Costs and remaining in the Escrow Account on the earlier of (a) the expiration of the Acquisition Period and (b) the date on which Lessee executes an Acceptance Certificate (in the form attached hereto as Exhibit E), shall be applied by Lessor on any Rental Payment date to all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the remaining principal balance owing hereunder in the inverse order of Rental Payment dates.

ARTICLE V

Section 5.01. Delivery, Installation and Acceptance of Equipment.

(a) Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location(s) specified in the Equipment Schedule and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor an "Acceptance Certificate" in the form attached hereto as Exhibit E.

ARTICLE VI

Section 6.01. Title to the Equipment. During the Lease Term, and so long as Lessee is not in default under Article XII hereof, all right, title and interest in and to each item of the Equipment shall be vested in Lessee immediately upon its acceptance of each item of Equipment, subject to the terms and conditions hereof. Lessee shall at all times protect and defend, at its own cost and expense, its title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default or upon termination of this Agreement pursuant to Section 3.03 hereof, full and unencumbered legal title to the Equipment shall, at Lessor's option, pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 12.02 hereof. Upon purchase of the Equipment by Lessee pursuant to Section 10.01 hereof, Lessor's security interest or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security interest in the Equipment.

Section 6.02. Security Interest. As additional security for the payment and performance of all of Lessee's obligations hereunder, Lessee hereby grants to Lessor a first priority security interest constituting a first lien on (a) the Equipment, (b) moneys and investments held from time to time in the Escrow Account and (c) any and all proceeds of any of the foregoing. Lessee authorizes Lessor to file (and Lessee agrees to execute, if applicable) such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Equipment, the Escrow Account and the proceeds thereof, including, without limitation, such financing statements with respect to personal property and fixtures under Article 9 of the Uniform Commercial Code of the State.

Section 6.03. Personal Property, No Encumbrances. Lessee agrees that the Equipment is deemed to be and will remain personal property, and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon, to the extent allowed by State law. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on any of the real estate where the Equipment is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; provided, that if Lessor or its assigns is furnished with a waiver of interest in the Equipment acceptable to Lessor or its assigns in its discretion from any party taking an interest in any such real estate prior to such interest taking effect, such consent shall not be unreasonably withheld.

the Equipment, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (d) the breach of any covenant of Lessee under or in connection with this Agreement or any material misrepresentation provided by Lessee under or in connection with this Agreement. The provisions of this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 7.04. Surety Bonds; Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties. Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment, a payment and performance bond ("Surety Bond") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied first to amounts due Lessor under this Agreement, and any remaining amounts shall be payable to Lessee.

In the event of a material default of any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to the Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds and adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee's obligations hereunder.

Section 7.05. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at a rate equal to the Contract Rate plus 5% per annum or the maximum amount permitted by State law, whichever is less.

ARTICLE VIII

Section 8.01. Damage, Destruction and Condemnation. If, prior to the termination of the Lease Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, (i) Lessee and Lessor will cause the Net Proceeds of any insurance claim or

particular purpose or fitness for use of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment shall be on an "as is" basis. To the extent allowed by State law, Lessor shall not be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement.

Section 9.02 Vendor's Agreements; Warranties. Lessee covenants that it shall not in any material respect amend, modify, rescind or alter any Vendor Agreement without the prior written consent of Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default under this Agreement, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. To the extent allowed by the State law, Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the applicable Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor hereunder, including the right to receive full and timely Rental Payments. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to the Equipment.

ARTICLE X

Section 10.01. Purchase Option. Lessee shall have the option to purchase all, but not less than all, of the Equipment, at the following times and upon the following terms:

(a) From and after the date specified (if any) in the Payment Schedule (the "*Purchase Option Commencement Date*"), on the Rental Payment dates specified in the Payment Schedule, upon not less than 30 days' prior written notice, and upon payment in full of the Rental Payments then due and all other amounts then owing hereunder plus the then applicable Termination Value, which may include a prepayment premium on the unpaid balance as set forth in the Payment Schedule; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option (which shall be the earlier of the next Rental Payment date or 60 days after the casualty event) upon payment in full to Lessor of the Rental Payment then due plus the then applicable Termination Value (or, in the event such purchase occurs on a date other than a Rental Payment date, the sum of (i) the Termination Value relating to the Rental Payment immediately prior to the date of such purchase plus (ii) accrued interest on the Outstanding Balance relating to the Rental Payment immediately prior to the date of such purchase, plus all other amounts then owing hereunder); or

(c) Upon the expiration of the Lease Term, upon payment in full of all Rental Payments then due and all other amounts then owing hereunder, and the payment of $1.00 to Lessor.

Equipment, and all of Lessor's security interest in and to the Escrow Account, or all rights in, to and under the Escrow Agreement.

(c) If Lessor notifies Lessee of its intent to assign this Agreement, Lessee agrees that it shall execute and deliver to Lessor a Notice and Acknowledgement of Assignment substantially in the form of Exhibit H attached hereto within five (5) Business Days after its receipt of such request.

Section 11.02. Assignment and Subleasing by Lessee. **None of Lessee's right, title, and interest in, to and under this Agreement or any portion of the Equipment or the Escrow Agreement or the Escrow Account may be assigned, encumbered or subleased by Lessee for any reason, and any purported assignment, encumbrance or sublease without Lessor's prior written consent shall be null and void.**

ARTICLE XII

Section 12.01. Events of Default Defined. Any of the following events shall constitute an *"Event of Default"* under this Agreement:

(a) Failure by Lessee to (i) pay any Rental Payment or other payment required to be paid under this Agreement within 45 days of the date when due as specified herein subject to the provisions of Section 3.03 hereof or (ii) maintain insurance as required herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement contained in this Agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; *provided* that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor, if such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by Lessor or any affiliate of Lessor, or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregated amount in excess of $1,000,000.00;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy

to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. Amendments, Changes and Modifications. This Agreement may only be amended by Lessor and Lessee in writing.

Section 13.05. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.06. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 13.07. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

[Add provisions that State-specific provisions may be in a separate rider document incorporated hereto as necessary, and that rider prevails in any contradiction.]

[*Remainder of Page Intentionally Left Blank*]

[*Signature Page Follows*]

List of Exhibits

Exhibit A -- Equipment Schedule
Exhibit B -- Payment Schedule
Exhibit C-1 -- Form of Authorizing Resolution
Exhibit C-2 -- Form of Signature Identification and No-Litigation Certificate
Exhibit D -- Form of Opinion of Counsel Form
Exhibit E -- Form of Acceptance Certificate
Exhibit F -- Form of Self-Insurance Certificate
Exhibit G -- Reserved
Exhibit H -- Form of Notice and Acknowledgement of Assignment
Exhibit I -- Form of Escrow and Account Control Agreement

EXHIBIT B

PAYMENT SCHEDULE

Payment Date	Payment Amount	Interest Portion	Principal Portion	Outstanding Balance	Termination Value (including prepayment premium, if applicable)
2/4/2016				7,528,000.00	
8/4/2017	203,714.00	290,769.00	(87,055.00)	7,615,055.00	7,767,356.10
2/4/2018	261,822.00	98,043.83	163,778.17	7,451,276.83	7,600,302.37
8/4/2018	261,822.00	95,935.19	165,886.81	7,285,390.02	7,431,097.82
2/4/2019	268,084.50	93,799.40	174,285.10	7,111,104.92	7,253,327.02
8/4/2019	268,084.50	91,555.48	176,529.02	6,934,575.89	7,073,267.41
2/4/2020	276,127.00	89,282.66	186,844.34	6,747,731.56	6,882,686.19
8/4/2020	276,127.00	86,877.04	189,249.96	6,558,481.60	6,689,651.24
2/4/2021	284,411.00	84,440.45	199,970.55	6,358,511.05	6,485,681.27
8/4/2021	284,411.00	81,865.83	202,545.17	6,155,965.88	6,279,085.20
2/4/2022	292,943.50	79,258.06	213,685.44	5,942,280.44	6,061,126.05
8/4/2022	292,943.50	76,506.86	216,436.64	5,725,843.81	5,840,360.68
2/4/2023	292,653.00	73,720.24	218,932.76	5,506,911.04	5,617,049.26
8/4/2023	292,653.00	70,901.48	221,751.52	5,285,159.52	5,390,862.71
2/4/2024	301,433.00	68,046.43	233,386.57	5,051,772.95	5,152,808.41
8/4/2024	301,433.00	65,041.58	236,391.42	4,815,381.53	4,911,689.16
2/4/2025	310,476.50	61,998.04	248,478.46	4,566,903.07	4,658,241.13
8/4/2025	310,476.50	58,798.88	251,677.62	4,315,225.44	4,401,529.95
2/4/2026	319,791.00	55,558.53	264,232.47	4,050,992.97	4,132,012.83
8/4/2026	319,791.00	52,156.53	267,634.47	3,783,358.51	3,859,025.68
2/4/2027	329,384.50	48,710.74	280,673.76	3,502,684.75	3,572,738.44
8/4/2027	329,384.50	45,097.07	284,287.43	3,218,397.31	3,282,765.26
2/4/2028	339,265.00	41,436.87	297,828.13	2,920,569.18	2,978,980.56
8/4/2028	339,265.00	37,602.33	301,662.67	2,618,906.51	2,671,284.64
2/4/2029	349,444.00	33,718.42	315,725.58	2,303,180.93	2,349,244.55
8/4/2029	349,444.00	29,653.45	319,790.55	1,983,390.38	2,023,058.19
2/4/2030	359,927.00	25,536.15	334,390.85	1,648,999.53	1,681,979.52
8/4/2030	359,927.00	21,230.87	338,696.13	1,310,303.40	1,336,509.47
2/4/2031	370,725.00	16,870.16	353,854.84	956,448.56	975,577.53
8/4/2031	370,725.00	12,314.28	358,410.72	598,037.83	609,998.59
2/4/2032	381,847.00	7,699.74	374,147.26	223,890.57	228,368.38
8/4/2032	226,773.16	2,882.59	223,890.57	-	-
	9,525,308.16	1,997,308.16	7,528,000.00		

EXHIBIT C-1

FORM OF AUTHORIZING RESOLUTION

August, 2015

Bank of America, National Association, as escrow agent, pursuant to which proceeds shall be held and distributed for the payment of the Project; and

WHEREAS, the Governing Body does now find, determine and adjudicate that the City Documents regarding the financing of the Project are in the best interest of the City and finds it necessary to approve the form of and the execution of the City Documents; and

WHEREAS, that it is in the best interest of the City to authorize the law firm of Butler Snow LLP, as Special Tax Counsel, to prepare and distribute such resolutions, documents, certificates and opinions necessary in order to facilitate the financing of the Project; and

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

SECTION 1. This resolution is adopted by the Governing Body of the City pursuant to the Act and all matters and things recited in the premises and preamble of this resolution are found and determined to be true and accurate.

SECTION 2. The Governing Body herein authorizes Butler Snow LLP, Ridgeland, Mississippi, as Special Tax Counsel, to prepare the resolutions, documents, certificates and opinions necessary for the Project.

SECTION 3. The Governing Body hereby approves the form of and execution of the Lease Purchase Agreement and hereby authorizes the Mayor of the City (the "**Mayor**") and the City Clerk to execute the Lease Purchase Agreement on behalf of the Governing Body and the City. All provisions of the Lease Purchase Agreement, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set our verbatim herein, which said Lease Purchase Agreement shall be in substantially the form as provided in **EXHIBIT C**, attached hereto and made a part hereof, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 4. The Governing Body hereby approves the form of and execution of the Escrow Agreement and hereby authorizes the Mayor and the City Clerk to execute the Escrow Agreement on behalf of the Governing Body and the City. All provisions of the Escrow Agreement, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set out verbatim herein, which said Escrow Agreement shall be in substantially the form as provided in **EXHIBIT D**, attached hereto and made a part hereof, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 5. The City hereby covenants that it will not make any use of the proceeds of the City Documents or do or suffer any other action that would cause: (i) the Lease Purchase Agreement to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code, and the regulations promulgated thereunder (the "**Regulations**"); (ii) the interest on the Lease Purchase Agreement to be included in the gross income of the Bank thereof for federal income taxation

documents attached hereto or otherwise and related to such change to provide for the dating of the documents for the appropriate month in 2016, the execution of said documents being conclusive evidence of such approval, and no further action shall be required of the Governing Body of the City to approve such date changes.

SECTION 12. Except as otherwise expressly provided herein, nothing in this resolution, express or implied, is intended or shall be construed to confer upon any such person or form or corporation other than the Bank and the City, any right, remedy or claim, legal or equitable, under and by reason of this resolution or any of the provisions hereof.

SECTION 13. In case any one or more of the provisions of this resolution or the City Documents, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution or any of the other documents, as applicable, shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained therein. The terms and conditions set forth in the City Documents, the pledge of the moneys and property under the City Documents, the receipt of payments made on the Lease Purchase Agreement, the provisions relating to the proceeds derived from the City Documents, and receipts are all commitments and agreements on the part of the City and the validity or the invalidity of the City Documents shall not affect the commitments on the part of the City to handle such proceeds and such moneys and property, and receipts for the purposes, in the manner and according to the terms and conditions fixed in the City Documents, it being the intention hereof that such commitments on the part of the City are binding as if contained in this resolution separate and apart from the City Documents.

SECTION 14. No stipulation, obligation or agreement herein contained or contained in the City Documents or other documents necessary to conclude the closing shall be deemed to be a stipulation, obligation or agreement of any officer, director, agent or employee of the City in such person's individual capacity, and no such officer, director, agent or employee shall be personally liable on the City Documents or be subject to personal liability or accountability by reason of the closing thereof.

SECTION 15. When the Lease Purchase Agreement is finalized and the transaction is closed, the City Clerk is hereby authorized and directed to prepare and furnish to the Bank certified copies of all the proceedings and records of the City, relating to the City Documents and such other affidavits and certificates as may be required to show the facts relating to the legality of the City Documents as such facts appear from the books and records to the City Clerk's; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the City as to the trust of all statements contained therein.

SECTION 16. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, directors, agents and employees of the Bank are hereby authorized, empowered and directed to do all such acts and things to and execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the City Documents or other documents necessary to conclude the closing and to document the City's compliance with the Act.

The President thereby declared the motion carried and the resolution adopted this the 2nd day of February, 2016.

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 2nd day of February, 2016

CITY CLERK **MAYOR**

(SEAL)

SIGNATURE IDENTIFICATION AND NO-LITIGATION CERTIFICATE
STATE OF MISSISSIPPI, CITY OF HATTIESBURG

We, the undersigned Mayor and City Clerk of the City of Hattiesburg, Mississippi (the "**City**") do hereby certify that:

1. We did officially execute that certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016 (the "**Lease Agreement**"), by and between the City and Banc of America Public Capital Corp. (the "**Lessor**") and the Escrow and Account Control Agreement, dated as of February 4, 2016 (the "**Escrow Agreement**" and together with the Lease Agreement, the "**City Documents**") by and among the City, the Lessor and Bank of America, National Association, as escrow agent, in connection with that certain Performance Contract undertaken pursuant to the Mississippi Development Authority's Capital Lease Program to finance energy efficiency and conservation equipment for certain facilities located throughout the City, payable on _____ 1 and _____ 1 of each year, commencing _____, in the principal amounts and at the interest rate as follows:

Payment Date	Payment Amount	Interest Portion	Principal Portion	Outstanding Balance

2. On the date of the City Documents, we were the duly chosen, qualified and acting officers indicated thereon and authorized to execute same in the name of the City by our manual signatures.

3. No controversy or litigation of any nature is now pending or threatened restraining or enjoining the execution of the City Documents, or the making of provision for the payment of the interest thereon and principal thereof when the same shall become due, or in any manner questioning the proceedings and authority for approving or authorizing the City Documents, or affecting directly or indirectly the validity or legality of the City Documents or any provision made or authorized for their payment.

4. No controversy or litigation is now pending or threatened affecting the corporate existence or boundaries of the City or the title of the present officers thereof, or any of them, to their respective offices and none of the proceedings or authority for the City Documents has been repealed, revoked or rescinded.

5. All approvals, consents and orders of, of filings with, any governmental authority, legislative body, agency or commission which could constitute a condition precedent to, or the absence of which would adversely affect, the due performance by the City of its obligations under the City Documents have been duly obtained.

Councilperson	Month & Year of Beginning Current Term	Month & Year Ending of Current Term
Kim Bradley	July 2013	June 2017
Deborah Denard Delgado	July 2013	June 2017
Carter Carroll	July 2013	June 2017
Mary Dryden	July 2013	June 2017
Henry Naylor	July 2013	June 2017

9. The following persons are duly elected, qualified and acting officers of the City as indicated beside their names; that they are authorized and empowered and directed to sign any and all instruments and documents necessary to implement the City Documents and that the signatures beside the names of said officers are true, correct and perfect specimens of each of their signatures.

Name	Title	Signature
Johnny L. Dupree	Mayor	_____
Kermas Eaton	City Clerk	_____

10. The City is a duly created an validly existing separate body corporate and politic of the State and authorized to enter into lease purchase agreements/transactions pursuant to Section 31-7-13(e) of the Mississippi Code of 1972, as amended and supplemented from time to time (the "**Act**"). The City has complied in all respects with the laws of the State, including the Act. The City has the fully legal right, power and authority to enter into the City Documents in accordance with the Act; to adopt the resolution included in the transcript of proceedings; and to carry out and consummate all other transactions contemplated by the City Documents. The City Documents constitute the valid and binding obligations and agreements of the City, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws, judicial decisions and principals of equity relating to or affecting creditors' rights generally and subject to the valid exercise of the constitutional powers of the State and the United States of America.

(The remainder of this page is left intentionally blank.)

EXHIBIT D

FORM OF OPINION OF COUNSEL TO LESSEE

August, 2015

Based upon the foregoing review and assumptions, and subject to the following qualifications, it is our opinion that, under existing law and current rulings and official interpretations of law by the United States Internal Revenue Service, the interest portion of each rental payment paid by the Lessee under the Lease is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. It should be noted, however, that for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest portions are taken into account in determining adjusted current earnings. The opinions set forth in this paragraph are subject to the condition that the Lessee comply with all requirements of the Code (and other applicable State and local laws) that must be satisfied subsequent to the execution and delivery of the Lease in order that interest thereon be, or continue to be, excludable from gross income for federal and State and local income tax purposes. The Lessee has covenanted to comply with each such requirement in the Lease. Failure to comply with certain of such requirements may cause the inclusion of the interest portion of each rental payment paid by the Lessee under the Lease in gross income for federal, State and local income tax purposes retroactive to the date of the execution and delivery of the Lease.

In addition, under existing law and current rulings, the interest portion of each rental payment paid by the Lessee under the Lease is not includable in gross income for State income tax purposes.

We express no opinion regarding other federal tax consequences arising with respect to the Lease.

No attorney-client relationship has existed or exists between us and anyone other than the Lessee in connection with the Lease by virtue of this opinion letter.

For the purposes of this opinion, our services as special tax counsel have not extended beyond the examinations and expressions of the conclusions referred to above. We are opining only upon those matters set forth herein, and we are not passing upon the accuracy, adequacy or completeness of any statements made in connection with the financial condition or capabilities of the Lessee or upon any federal or State tax consequences arising from the receipt or accrual of the interest portion of each rental payment paid under the Lease or the ownership or disposition thereof, except those specifically addressed herein.

The opinions expressed herein are expressed only as of the date hereof and are based on an analysis of existing laws, regulations, rulings and court decisions. These opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after the date hereof, and we disclaim any obligation to update this letter.

February 4, 2016

Mayor and City Council
City of Hattiesburg, Mississippi
Hattiesburg, Mississippi

Banc of America Public Capital Corp.
Chicago, Illinois

Butler Snow LLP
Gulfport, Mississippi

Re: Equipment Lease/Purchase Agreement, dated as of February 4, 2016, (the "**Lease**") by and between Banc of America Public Capital Corp. (the "**Lessor**") and the City of Hattiesburg, Mississippi

Ladies and Gentlemen:

I have acted as counsel for the City of Hattiesburg, Mississippi (the "**Lessee**") in connection with the lease of certain equipment, and in this capacity, I have examined the following:

(a) Executed counterparts of the Lease;

(b) Executed counterparts of the Escrow and Account Control Agreement, dated as of February 4, 2016 (the "**Escrow Agreement**"), between the Lessee, the Lessor and Banc of America, National Association, as the escrow agent; and

(c) Such other documents and records as I have deemed relevant and necessary as a basis for the opinions set forth herein, including the resolution adopted by the City Council of the Lessee on February 2, 2016.

Based on such examination and pertinent laws of the State of Mississippi (the "**State**"), I am of the opinion that:

1. The Lessee, a political subdivision of the State, and its Mayor and City Council, are duly organized and existing under the Constitution and laws of the State.

2. The Lease and the Escrow Agreement have been duly authorized, executed and delivered and constitute a valid and legally binding obligations of the Lessee, enforceable in accordance with their respective terms, except to the extent that the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting

Very truly yours,

AMOS LAW OFFICES, PLLC

EXHIBIT F

FORM OF SELF INSURANCE CERTIFICATE

Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration

Re: Equipment Lease/Purchase Agreement, dated as of _____, (the *"Agreement"*) between [Banc of America Public Capital Corp][Banc of America Leasing & Capital, LLC][Bank of America, National Association], as Lessor, and _____, as Lessee

In connection with the above-referenced Agreement, _____ (the *"Lessee"*), the Lessee warrants and represents to Banc of America Public Capital Corp the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement.

1. The Lessee is self-insured for damage or destruction to the Equipment. The dollar amount limit for property damage to the Equipment under such self-insurance program is $_____. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for property damage to the Equipment which policy has a dollar limit for property damage to the Equipment under such policy of $_____.]

2. The Lessee is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment. The dollar limit for such liability claims under the Lessee's self-insurance program is $_____. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for liability which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment in the amount of $_____.

[3]. The Lessee maintains a self-insurance fund. Monies in the self-insurance fund [are/are not] subject to annual appropriation. The total amount maintained in the self-insurance fund to cover Lessee's self-insurance liabilities is $_____. [Amounts paid from the Lessee's self-insurance fund are subject to a dollar per claim of $_____.]

[3]. The Lessee does not maintain a self-insurance fund. The Lessee obtains funds to pay claims for which it has self-insured from the following sources: _____. Amounts payable for claims from the such sources are limited as follows: _____

4. Attached hereto are copies of certificates of insurance with respect to policies maintained by Lessee.

EXHIBIT G

RESERVED

4. The Agreement remains in full force and effect, has not been amended and no nonappropriation or Event of Default (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred thereunder.

5. Any inquiries of Lessee related to the Agreement and any requests for disbursements from the Escrow Account, if applicable, and all Rental Payments and other amounts coming due pursuant to the Agreement on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

_____

_____

_____

ACKNOWLEDGED AND AGREED:

LESSEE: _____

By: _____

Name: _____

Title: _____

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP

By: _____

Name: _____

Title: _____

liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Account, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Escrow Account. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this agreement, "Qualified Investments" means any investments which comply with Section 21-33-323 of the Mississippi Code of 1972, as amended from time to time.

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall deposit into the Escrow Account any funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) the expiration of the Acquisition Period and (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account or (ii) written notice given by Lessor of the occurrence of a default or termination of the Lease due to non-appropriation.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. Notwithstanding and without limiting the generality of the foregoing, concurrent with the execution of this Agreement, Lessee and Lessor, respectively, shall deliver to the Escrow Agent an authorized signers form in the form of Exhibit A-1 (Lessee) and Exhibit A-2 (Lessor) attached hereto. Notwithstanding the foregoing sentence, the Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, to the extent allowed by law, Lessee and Lessor agree to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission given by

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties responsibilities or obligations shall be read into this Agreement.

2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to monitor or enforce Lessee's compliance with the foregoing covenant.

(b) Authorized Escrow Account Disbursements. It is agreed as between Lessee and Lessor that Disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due and the manner of disbursement (check or wire). The Escrow Agent is authorized to obtain and rely on confirmation of such Disbursement Request and payment instructions by telephone call-back to the person or persons designated for verifying such requests on Exhibit A-2 (such person verifying the request shall be different than the person initiating the request). The Lessor and Lessee hereby confirm that any call-back performed by Escrow Agent to verify a disbursement instruction before release, shall be made to Lessor only and Escrow Agent shall have no obligation to call-back Lessee.

Each such requisition shall be signed by an authorized representative of Lessee (an "Authorized Representative") and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1 certifying that:

   (i) an obligation in the stated amount has been incurred by Lessee, and that the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof); (ii) the

Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. Control of Acquisition Account. In order to perfect Lessor's security interest by means of control in (i) the Escrow Account established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Account, (iii) all of Lessee's rights in respect of the Escrow Account, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the Commercial Code of the State of Mississippi ("Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) Provided that account investments shall be held in the name of the Escrow Agent, Escrow Agent hereby represents and warrants (a) that the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (b) that Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (c) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Lessee may affect sales, trades, transfers and exchanges of Collateral within the Escrow Account, but will not, without the prior written consent of Lessor, withdraw any Collateral from the Escrow Account. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Account. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to

deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

If to Lessor: Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration
Fax: (443) 541-3057

If to Lessee: City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898
Attn: Chief Financial Officer
Fax: 601-545-4563
Email: swaits@hattiesburgms.com

If to Escrow Agent

Bank of America, National Association
Global Custody and Agency Services
135 S. LaSalle Street
IL4-135-18-51
Chicago, Illinois 60603
Attention: Alice M. Wolan
Telephone: (312) 992-9782
Fax: (31) 453-4443
Email: alice.m.wolan@baml.com

9. Lessee and Lessor understand and agree that they are required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. As used herein "Tax Certification" shall mean an IRS form W-9 or W-8 as described above. The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1(c)(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, the Escrow Agent will report such income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show the Escrow Agent as payor and Lessee as payee.

Lessee will treat the terms of this Agreement as confidential except on a "need to know" basis to persons within or outside Lessee's organization (including affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its affiliates, except as required by any law, court, regulator or legal process and except pursuant to the express prior written consent of the other parties, which consent shall not be unreasonably withheld.

In Witness Whereof, the parties have executed this Escrow and Account Control Agreement as of the date first above written.

Banc of America Public Capital Corp
as Lessor

By: _____

Name: _____

Title: _____

City of Hattiesburg, Mississippi
as Lessee

By: _____

Name: Johnny L. Dupree

Title: Mayor

Bank of America, National Association
As Escrow Agent

By: _____

Name: _____

Title: _____

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

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

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

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

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

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

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

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

Dated: _____

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Name: _____
Title: _____

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

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____
Name:
Title:

EXHIBIT D

FORM OF ESCROW AGREEMENT

Account, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Escrow Account. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this agreement, "Qualified Investments" means any investments which comply with Section 21-33-323 of the Mississippi Code of 1972, as amended from time to time.

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall deposit into the Escrow Account any funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) the expiration of the Acquisition Period and (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account or (ii) written notice given by Lessor of the occurrence of a default or termination of the Lease due to non-appropriation.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. Notwithstanding and without limiting the generality of the foregoing, concurrent with the execution of this Agreement, Lessee and Lessor, respectively, shall deliver to the Escrow Agent an authorized signers form in the form of Exhibit A-1 (Lessee) and Exhibit A-2 (Lessor) attached hereto. Notwithstanding the foregoing sentence, the Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, to the extent allowed by law, Lessee and Lessor agree to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission given by each, respectively, provided, however, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent, it being understood that forbearance on

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties responsibilities or obligations shall be read into this Agreement.

2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to monitor or enforce Lessee's compliance with the foregoing covenant.

(b) Authorized Escrow Account Disbursements. It is agreed as between Lessee and Lessor that Disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due and the manner of disbursement (check or wire). The Escrow Agent is authorized to obtain and rely on confirmation of such Disbursement Request and payment instructions by telephone call-back to the person or persons designated for verifying such requests on Exhibit A-2 (such person verifying the request shall be different than the person initiating the request). The Lessor and Lessee hereby confirm that any call-back performed by Escrow Agent to verify a disbursement instruction before release, shall be made to Lessor only and Escrow Agent shall have no obligation to call-back Lessee.

Each such requisition shall be signed by an authorized representative of Lessee (an "Authorized Representative") and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1 certifying that:

   (i) an obligation in the stated amount has been incurred by Lessee, and that the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof); (ii) the

Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. Control of Acquisition Account. In order to perfect Lessor's security interest by means of control in (i) the Escrow Account established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Account, (iii) all of Lessee's rights in respect of the Escrow Account, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the Commercial Code of the State of Mississippi ("Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) Provided that account investments shall be held in the name of the Escrow Agent, Escrow Agent hereby represents and warrants (a) that the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (b) that Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (c) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Lessee may affect sales, trades, transfers and exchanges of Collateral within the Escrow Account, but will not, without the prior written consent of Lessor, withdraw any Collateral from the Escrow Account. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Account. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to

deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

If to Lessor: Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration
Fax: (443) 541-3057

If to Lessee: City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898
Attn: Chief Financial Officer
Fax: 601-545-4563
Email: swaits@hattiesburgms.com

If to Escrow Agent

Bank of America, National Association
Global Custody and Agency Services
135 S. LaSalle Street
IL4-135-18-51
Chicago, Illinois 60603
Attention: Alice M. Wolan
Telephone: (312) 992-9782
Fax: (31) 453-4443
Email: alice.m.wolan@baml.com

9. Lessee and Lessor understand and agree that they are required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. As used herein "Tax Certification" shall mean an IRS form W-9 or W-8 as described above. The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1(c)(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, the Escrow Agent will report such income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show the Escrow Agent as payor and Lessee as payee.

Lessee will treat the terms of this Agreement as confidential except on a "need to know" basis to persons within or outside Lessee's organization (including affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its affiliates, except as required by any law, court, regulator or legal process and except pursuant to the express prior written consent of the other parties, which consent shall not be unreasonably withheld.

In Witness Whereof, the parties have executed this Escrow and Account Control Agreement as of the date first above written.

Banc of America Public Capital Corp
as Lessor

By: _____

Name: _____

Title: _____

City of Hattiesburg, Mississippi
as Lessee

By: _____

Name: Johnny L. Dupree

Title: Mayor

Bank of America, National Association
As Escrow Agent

By: _____

Name: _____

Title: _____

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

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

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

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

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

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

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

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

Dated: _____

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Name: _____
Title: _____

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

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____
Name:
Title:

City of Hattiesburg, MS

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

Master

File Number: 2016-400

File ID: 2016-400 **Type:** Resolution **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 01/25/2016

Brief Title: Project Resolution Requisition No. 44 - 2013 Bonds **Final Action:** 02/02/2016

Minute Book Number: MB2016-29-30

Title:

Adopt a Resolution authorizing Requisition No. 44 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Notes:

Sponsors: **Enactment Date:**

Attachments: 2013 Bond Resolution No. 44, executed 2013 Bond Resolution No. 44 RES#2016-23 **Enactment Number:**

Contact: **Meeting Date:** 02/02/2016

Drafter: Janet Beech **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/02/2016	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt a Resolution authorizing Requisition No. 44 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

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

Yeas: 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

ΓEL-No Vote: 0

Text of Legislative File 2016-400

Title

Adopt a Resolution authorizing Requisition No. 44 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Summary

Project Resolution Requisition No. 44 - 2013 Bonds

Budget Information

105695

Expenditure Type

Purchasing Item

Publication Information

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. **44** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated December 19, 2014. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 44 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF DECEMBER 19, 2013, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on December 19, 2013 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed $28,000,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City (the "Loan Agreement").

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **44** from the Project Fund Construction Account under the Loan in the total aggregate amount of **$ 806,710.19** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **44** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Eight Hundred Six Thousand Seven Hundred Ten and 19/100 Dollars ($ 806,710.19)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Hancock Bank, as Trustee to disburse funds of Requisition No. **44** in the total aggregate amount of **Eight Hundred Six Thousand Seven Hundred Ten and 19/100 Dollars ($ 806,710.19)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS: NAYS:

The President thereby declared the motion carried and the resolution adopted, this the **2nd day** of **February**, 2016.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **2nd** day of **February**, 2016.

_____ _____

CITY CLERK MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: **$28,000,000.00 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Bonds") secured by $28,000,000.00 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Note").**

TO: **Hancock Bank**
The Quarter Specialty Center
1855 Lakeland Drive, Suite Q-230
Jackson, Mississippi 39216
ATTN: Trust and Financial Services Group

REQUISITION NO.: **44**

DATE OF REQUISITION: **2/2/2016**

Item #	Payee Name & Address	Budget Line Item		Payment Amount	Invoice #	Purpose of Payment
1	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	$	1,527.29	1033931-06	Wastewater Treatment Task 7 DBO Model Program Development - Ph 6 Period: Dec. 1 - Dec. 31, 2015 MB 2014-304-306 NS 12273.001
2	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	$	450.95	1033931-07	Wastewater Treatment Task 7 Local Workforce Model - Ph 7 Period: Dec. 1 - Dec. 31, 2015 MB 2014-304-306 NS 12273.001
3	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	$	5,250.00	1033932-01	WWTP Access Road & Site Design Task 8 Environmental Review Document - Ph 1 Period: Dec. 1 - Dec. 31, 2015 MB 2015-158 NS 12273.002
4	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	$	6,079.86	1033932-03	WWTP Access Road & Site Design Task 8 Survey & Acquisition Assistance - Ph 3 Period: Dec. 1 - Dec. 31, 2015 MB 2015-158 NS 12273.002

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
5	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	$ 5,550.00	1033932-05	WWTP Access Road & Site Design Task 8 Site Access Road & Bridge Design - Ph 5 Period: Dec. 1 - Dec. 31, 2015 MB 2015-158 NS 12273.002
6	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	$ 5,000.00	1033932-07	WWTP Access Road & Site Design Task 8 Site Clearing & Grading Design - Ph 7 Period: Dec. 1 - Dec. 31, 2015 MB 2015-158 NS 12273.002
7	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	$ 9,446.52	1033933-01	WWTP Land App Mgt Task 9 Acquisition Asst - Ph 1 Period: Dec. 1 - Dec. 31, 2015 MB 2015-218-219 NS 12273.003
8	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	$ 758,255.00	1034120	WWTP Final Design Task 7 Phase B Period: Dec. 1 - Dec. 31, 2015 MB 2015-255 NS 12273.004
9	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	$ 144.27	1033598-01	South Lagoon Sampling - Task #10 Phase 2 - Engineering Report Period: Nov. 1 - Nov. 30, 2015 MB 2015-337-338 NS 12273.05
10	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	$ 15,006.30	1034121-02	South Lagoon Sampling - Task #10 Phase 2 - Engineering Report Period: Dec. 1 - Dec. 31, 2015 MB 2015-337-338 NS 12273.05
			$ 806,710.19		

NEEL-SCHAFFER
Solutions you can build upon

January 15th, 2016
Project No: NS.12273.001
Invoice No: 1033931-06

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.001 City of Hattiesburg – General Consulting – Task #7 – WWTP Process Selection
Professional Services from December 01, 2015 to December 31, 2015

Phase 006 DBO Model Program Development

Professional Personnel

	Hours	Rate	Amount	
Assistant Engineer Manager				
Jones, Chris	8.00	157.09	1,256.72	
Engineer Manager				
Husman, Nathaniel	1.50	180.38	270.57	
Totals	9.50		1,527.29	
Total Labor				**1,527.29**

Total this Invoice **$1,527.29**

105695.6015
2014-304-306

P.O. Box 1487 / 39403-1487 • 704 Hardy Street • Hattiesburg, MS 39401-3665 • 601.545.1565 • Fax 601.545.2267
Federal Tax ID Number 64-0671634

LR

NEEL-SCHAFFER
Solutions you can build upon

January 15th, 2016
Project No: NS.12273.001
Invoice No: 1033931-07

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.001 City of Hattiesburg – General Consulting – Task #7 – WWTP Process Selection
Professional Services from December 01, 2015 to December 31, 2015

Phase 007 Local Workforce Involvement Model Program

Professional Personnel

	Hours	Rate	Amount	
Engineer Manager				
Husman, Nathaniel	2.50	180.38	450.95	
Totals	2.50		450.95	
Total Labor				**450.95**

Total this Invoice **$450.95**

105695.6015
2014-304-306

P.O. Box 1487 / 39403-1487 • 704 Hardy Street • Hattiesburg, MS 39401-3665 • 601.545.1565 • Fax 601.545.2267
Federal Tax ID Number 64-0671634

LR

NEEL-SCHAFFER
Solutions you can build upon

January 15th, 2016
Project No: NS.12273.002
Invoice No: 1033932-01

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P O Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.002 City of Hattiesburg – General Consulting – Task #8 – WWTP Access Road & Site Design

Professional Services from December 01, 2015 to December 31, 2015

Phase 001 Environmental Review Document

Fee

Total Fee	55,000.00			
Percent Complete	53.00	Total Earned	29,100.00	
		Previous Fee Billing	23,850.00	
		Current Fee Billing	5,250.00	
		Total Fee		**5,250.00**

Total this Invoice **$5,250.00**

105695.16015
2015-158

P.O. Box 1487 / 39403-1487 • 704 Hardy Street • Hattiesburg, MS 39401-3665 • 601.545.1565 • Fax 601.545.2267
Federal Tax ID Number 64-0671634

LR

NEEL-SCHAFFER
Solutions you can build upon

January 15th, 2016
Project No: NS.12273.002
Invoice No: 1033932-03

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.002 City of Hattiesburg – General Consulting – Task #8 – WWTP Access Road & Site Design

Professional Services from December 01, 2015 to December 31, 2015

Phase 003 Survey & Acquisition Assistance

Consultants

Sub Consultants	*(SOL Engineering)*		6,079.86	
Total Consultants		**1.0 times**	**6,079.86**	**6,079.86**

Total this Invoice **$6,079.86**

105695.6015
2015-158

P.O. Box 1487 / 39403-1487 • 704 Hardy Street • Hattiesburg, MS 39401-3665 • 601.545.1565 • Fax 601.545.2267
Federal Tax ID Number 64-0671634

LR

NEEL-SCHAFFER
Solutions you can build upon

January 15th, 2016
Project No: NS.12273.002
Invoice No: 1033932-05

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P O Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.002 City of Hattiesburg – General Consulting – Task #8 – WWTP Access Road & Site Design

Professional Services from December 01, 2015 to December 31, 2015

Phase 005 Site Access Road & Bridge Design

Fee

Total Fee	105,000.00			
Percent Complete	100.00	Total Earned	105,000.00	
		Previous Fee Billing	99,450.00	
		Current Fee Billing	5,550.00	
		Total Fee		**5,550.00**

Total this Invoice **$5,550.00**

105695.6015
2015-158

P.O. Box 1487 / 39403-1487 • 704 Hardy Street • Hattiesburg, MS 39401-3665 • 601.545.1565 • Fax 601.545.2267
Federal Tax ID Number 64-0671634

LR

NEEL-SCHAFFER
Solutions you can build upon

January 15th, 2016
Project No: NS.12273.002
Invoice No: 1033932-07

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P O Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.002 City of Hattiesburg – General Consulting – Task #8 – WWTP Access Road & Site Design

Professional Services from December 01, 2015 to December 31, 2015

Phase 007 Site Clearing & Grading Design

Fee

Total Fee	95,000.00			
Percent Complete	22.10	Total Earned	26,000.00	
		Previous Fee Billing	21,000.00	
		Current Fee Billing	5,000.00	
		Total Fee		**5,000.00**

Total this Invoice **$5,000.00**

105695.6015
2015-158

P.O. Box 1487 / 39403-1487 • 704 Hardy Street • Hattiesburg, MS 39401-3665 • 601.545.1565 • Fax 601.545.2267
Federal Tax ID Number 64-0671634

LR

NEEL-SCHAFFER
Solutions you can build upon

January 15th, 2016
Project No: NS.12273.003
Invoice No: 1033933-01

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.003 City of Hattiesburg – General Consulting – Task #9 – Land App Program Mgmt Services

Professional Services from December 01, 2015 to December 31, 2015

Phase 001 Acquisition Assistance

Professional Personnel

	Hours	Rate	Amount	
Administrative Services Manager				
Nobles, Jennifer	1.00	68.44	68.44	
Assistant Engineer Manager				
Pittman, Charles	3.00	152.83	458.49	
Senior Engineer Manager				
Essary, Michael	11.00	174.00	1,914.00	
Assistant Engineer Manager				
Jones, Chris	9.00	157.09	1,413.81	
Engineer Manager				
Husman, Nathaniel	31.00	180.38	5,591.78	
Totals	55.00		9,446.52	
Total Labor				**9,446.52**

Total this Invoice **$9,446.52**

105695.1015
2015-218-219

P.O. Box 1487 / 39403-1487 • 704 Hardy Street • Hattiesburg, MS 39401-3665 • 601.545.1565 • Fax 601.545.2267
Federal Tax ID Number 64-0671634
LR

NEEL-SCHAFFER
Solutions you can build upon

January 15th, 2016
Project No: NS.12273.004
Invoice No: 1034120

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P O Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.004 City of Hattiesburg – WWTP Final Design – Task Order #7

Professional Services from December 01, 2015 to December 31, 2015

Fee

Total Fee	3,700,000.00			
Percent Complete	70.00	Total Earned	2,591,955.80	
		Previous Fee Billing	1,833,700.80	
		Current Fee Billing	758,255.00	
		Total Fee		**758,255.00**

Total this Invoice **$758,255.00**

105695.6015
2015-255

LR

NEEL-SCHAFFER
Solutions you can build upon

December 15th, 2015
Project No: NS.12273.005
Invoice No: 1033598-01

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.005 City of Hattiesburg – General Consulting – Task #10 – South Lagoon Sampling

Professional Services from November 01, 2015 to November 30, 2015

Phase 001 Engineering Report (QA / QC)

Professional Personnel

	Hours	Rate	Amount	
Administrative Services Manager				
Nobles, Jennifer	.50	68.44	34.22	
Totals	.50		34.22	
Total Labor				**34.22**
Reimbursable Expenses				
Supplies			110.05	
Total Reimbursables		**1.0 times**	**110.05**	**110.05**

Total this Invoice **$144.27**

105695.6015
2015-337-338

LR

NEEL-SCHAFFER
Solutions you can build upon

January 15th, 2016
Project No: NS.12273.005
Invoice No: 1034121-02

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.005 City of Hattiesburg – General Consulting – Task #10 – South Lagoon Sampling
Professional Services from December 01, 2015 to December 31, 2015

Phase 002 Engineering Report

Professional Personnel

	Hours	Rate	Amount	
Administrative Secretary				
McMurtrey, Jill	1.00	52.49	52.49	
Administrative Services Manager				
Nobles, Jennifer	1.50	68.44	102.66	
Engineer II				
McKenzie, Mauricka	65.00	116.26	7,556.90	
Assistant Engineer Manager				
Jones, Chris	2.00	157.09	314.18	
Engineer IV				
Allen, Keith	24.00	217.50	5,220.00	
Engineer Manager				
Granger, Brian	7.00	152.34	1,066.38	
Husman, Nathaniel	3.00	180.38	541.14	
Totals	103.50		14,853.75	
Total Labor				**14,853.75**

Reimbursable Expenses

Mileage			92.00	
Other Expenses-Projects			60.55	
Total Reimbursables		**1.0 times**	**152.55**	**152.55**

Total this Invoice **$15,006.30**

105645.6015
2015-337-338

LR

City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of February 2, 2016

Project Name	Payments by Project This Requisition	Payments to Date from This Bond
1500 GPM Water Well @ Plant No 1		21,079.74
18" Sewer Trunk Lines		1,396,821.16
Clear Sewer ROW & Easements		28,222.50
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NS Task 7 WWTP Phase B Final Design	760,233.24	2,654,659.06
NS Task 8 WWTP Access Road & Site Design2	21,879.86	265,151.26
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Sewer Improvements Ph V		90,547.50
Sewer Improvements Ph VII		1,495,321.35
Veteran's Blvd Water Connector		1,555,895.52
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Water Improvements Ph III		855,028.31
Water Improvements Ph IV		74,682.50
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Wesley Water Well # 2		17,277.50
WTP #2 Filter #6 Repairs		110,863.40
Grand Total	806,710.19	18,098,132.43

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

(1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
(2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Project Fund Construction Account.
(3) Each of the items was reasonable and necessary in connection with the "Construction Project" being financed pursuant to the Loan Agreement dated as of December 19, 2013 (the "Loan Agreement").
(4) The payment herein authorized and approved is a proper charge against the Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
(5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

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

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. **44** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated December 19, 2014. After discussion of the subject, Council Member Carroll offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 44 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF DECEMBER 19, 2013, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on December 19, 2013 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed $28,000,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City (the "Loan Agreement").

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **44** from the Project Fund Construction Account under the Loan in the total aggregate amount of **$ 806,710.19** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **44** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Eight Hundred Six Thousand Seven Hundred Ten and 19/100 Dollars ($ 806,710.19)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Hancock Bank, as Trustee to disburse funds of Requisition No. **44** in the total aggregate amount of **Eight Hundred Six Thousand Seven Hundred Ten and 19/100 Dollars ($ 806,710.19)** as authorized herein, as more particularly described in Exhibit A.

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

The above and foregoing resolution, after having been first reduced to writing, was introduced by Council Member Carroll, seconded by Council Member Naylor, and was adopted by the following roll call vote, to wit:

YEAS:	NAYS:
Bradley	None
Delgado	
Carroll	
Dryden	
Naylor	

The President thereby declared the motion carried and the resolution adopted, this the 2nd day of February, 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: **$28,000,000.00 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Bonds") secured by $28,000,000.00 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Note").**

TO: **Hancock Bank**
The Quarter Specialty Center
1855 Lakeland Drive, Suite Q-230
Jackson, Mississippi 39216
ATTN: Trust and Financial Services Group

REQUISITION NO.: **44**

DATE OF REQUISITION: **2/2/2016**

Item #	Payee Name & Address	Budget Line Item		Payment Amount	Invoice #	Purpose of Payment
1	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	$	1,527.29	1033931-06	Wastewater Treatment Task 7 DBO Model Program Development - Ph 6 Period: Dec. 1 - Dec. 31, 2015 MB 2014-304-306 NS 12273.001
2	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	$	450.95	1033931-07	Wastewater Treatment Task 7 Local Workforce Model - Ph 7 Period: Dec. 1 - Dec. 31, 2015 MB 2014-304-306 NS 12273.001
3	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	$	5,250.00	1033932-01	WWTP Access Road & Site Design Task 8 Environmental Review Document - Ph 1 Period: Dec. 1 - Dec. 31, 2015 MB 2015-158 NS 12273.002
4	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	$	6,079.86	1033932-03	WWTP Access Road & Site Design Task 8 Survey & Acquisition Assistance - Ph 3 Period: Dec. 1 - Dec. 31, 2015 MB 2015-158 NS 12273.002

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
5	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	$ 5,550.00	1033932-05	WWTP Access Road & Site Design Task 8 Site Access Road & Bridge Design - Ph 5 Period: Dec. 1 - Dec. 31, 2015 MB 2015-158 NS 12273.002
6	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	$ 5,000.00	1033932-07	WWTP Access Road & Site Design Task 8 Site Clearing & Grading Design - Ph 7 Period: Dec. 1 - Dec. 31, 2015 MB 2015-158 NS 12273.002
7	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	$ 9,446.52	1033933-01	WWTP Land App Mgt Task 9 Acquisition Asst - Ph 1 Period: Dec. 1 - Dec. 31, 2015 MB 2015-218-219 NS 12273.003
8	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	$ 758,255.00	1034120	WWTP Final Design Task 7 Phase B Period: Dec. 1 - Dec. 31, 2015 MB 2015-255 NS 12273.004
9	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	$ 144.27	1033598-01	South Lagoon Sampling - Task #10 Phase 2 - Engineering Report Period: Nov. 1 - Nov. 30, 2015 MB 2015-337-338 NS 12273.05
10	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	$ 15,006.30	1034121-02	South Lagoon Sampling - Task #10 Phase 2 - Engineering Report Period: Dec. 1 - Dec. 31, 2015 MB 2015-337-338 NS 12273.05
			$ 806,710.19		

NEEL-SCHAFFER
Solutions you can build upon

January 15th, 2016
Project No: NS.12273.001
Invoice No: 1033931-06

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.001 City of Hattiesburg – General Consulting – Task #7 – WWTP Process Selection
Professional Services from December 01, 2015 to December 31, 2015

Phase 006 DBO Model Program Development

Professional Personnel

	Hours	Rate	Amount	
Assistant Engineer Manager				
Jones, Chris	8.00	157.09	1,256.72	
Engineer Manager				
Husman, Nathaniel	1.50	180.38	270.57	
Totals	9.50		1,527.29	
Total Labor				**1,527.29**

Total this Invoice **$1,527.29**

105695.6015
2014-304-306

LR

NEEL-SCHAFFER
Solutions you can build upon

January 15th, 2016
Project No: NS.12273.001
Invoice No: 1033931-07

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.001 City of Hattiesburg – General Consulting – Task #7 – WWTP Process Selection
Professional Services from December 01, 2015 to December 31, 2015

Phase 007 Local Workforce Involvement Model Program

Professional Personnel

	Hours	Rate	Amount	
Engineer Manager				
Husman, Nathaniel	2.50	180.38	450.95	
Totals	2.50		450.95	
Total Labor				**450.95**

Total this Invoice **$450.95**

105695.6015
2014-304-306

P.O. Box 1487 / 39403-1487 • 704 Hardy Street • Hattiesburg, MS 39401-3665 • 601.545.1565 • Fax 601.545.2267
Federal Tax ID Number 64-0671634

LR

NEEL-SCHAFFER
Solutions you can build upon

January 15th, 2016
Project No: NS.12273.002
Invoice No: 1033932-01

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P O Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.002 City of Hattiesburg – General Consulting – Task #8 – WWTP Access Road & Site Design
Professional Services from December 01, 2015 to December 31, 2015

Phase 001 Environmental Review Document

Fee

Total Fee	55,000.00			
Percent Complete	53.00	Total Earned	29,100.00	
		Previous Fee Billing	23,850.00	
		Current Fee Billing	5,250.00	
		Total Fee		**5,250.00**

Total this Invoice **$5,250.00**

105695.16015
2015-158

LR

NEEL-SCHAFFER
Solutions you can build upon

January 15th, 2016
Project No: NS.12273.002
Invoice No: 1033932-03

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.002 City of Hattiesburg – General Consulting – Task #8 – WWTP Access Road & Site Design
Professional Services from December 01, 2015 to December 31, 2015

Phase ***003*** ***Survey & Acquisition Assistance***

Consultants

Sub Consultants	*(SOL Engineering)*		6,079.86	
Total Consultants		**1.0 times**	**6,079.86**	**6,079.86**

Total this Invoice **$6,079.86**

105695.6015
2015-158

LR

NEEL-SCHAFFER
Solutions you can build upon

January 15th, 2016
Project No: NS.12273.002
Invoice No: 1033932-05

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P O Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.002 City of Hattiesburg – General Consulting – Task #8 – WWTP Access Road & Site Design
Professional Services from December 01, 2015 to December 31, 2015

Phase 005 Site Access Road & Bridge Design

Fee

Total Fee	105,000.00			
Percent Complete	100.00	Total Earned	105,000.00	
		Previous Fee Billing	99,450.00	
		Current Fee Billing	5,550.00	
		Total Fee		**5,550.00**

Total this Invoice **$5,550.00**

105695.6015
2015-158

LR

NEEL-SCHAFFER
Solutions you can build upon

January 15th, 2016
Project No: NS.12273.002
Invoice No: 1033932-07

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P O Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.002 City of Hattiesburg – General Consulting – Task #8 – WWTP Access Road & Site Design

Professional Services from December 01, 2015 to December 31, 2015

Phase 007 Site Clearing & Grading Design

Fee

Total Fee	95,000.00			
Percent Complete	22.10	Total Earned	26,000.00	
		Previous Fee Billing	21,000.00	
		Current Fee Billing	5,000.00	
		Total Fee		**5,000.00**

Total this Invoice **$5,000.00**

105645.6015
2015-158

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Federal Tax ID Number 64-0671634

LR

NEEL-SCHAFFER
Solutions you can build upon

January 15th, 2016
Project No: NS.12273.003
Invoice No: 1033933-01

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.003 City of Hattiesburg – General Consulting – Task #9 – Land App Program Mgmt Services
Professional Services from December 01, 2015 to December 31, 2015

Phase 001 Acquisition Assistance

Professional Personnel

	Hours	Rate	Amount	
Administrative Services Manager				
Nobles, Jennifer	1.00	68.44	68.44	
Assistant Engineer Manager				
Pittman, Charles	3.00	152.83	458.49	
Senior Engineer Manager				
Essary, Michael	11.00	174.00	1,914.00	
Assistant Engineer Manager				
Jones, Chris	9.00	157.09	1,413.81	
Engineer Manager				
Husman, Nathaniel	31.00	180.38	5,591.78	
Totals	55.00		9,446.52	
Total Labor				**9,446.52**

Total this Invoice **$9,446.52**

105645.6015
2015-218-219 LR

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Federal Tax ID Number 64-0671634

NEEL-SCHAFFER
Solutions you can build upon

January 15th, 2016
Project No: NS.12273.004
Invoice No: 1034120

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P O Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.004 City of Hattiesburg – WWTP Final Design – Task Order #7

Professional Services from December 01, 2015 to December 31, 2015

Fee

Total Fee	3,700,000.00			
Percent Complete	70.00	Total Earned	2,591,955.80	
		Previous Fee Billing	1,833,700.80	
		Current Fee Billing	758,255.00	
		Total Fee		**758,255.00**

Total this Invoice **$758,255.00**

105695.6015
2015-255

LR

NEEL-SCHAFFER
Solutions you can build upon

December 15th, 2015
Project No: NS.12273.005
Invoice No: 1033598-01

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.005 City of Hattiesburg – General Consulting – Task #10 – South Lagoon Sampling
Professional Services from November 01, 2015 to November 30, 2015

Phase 001 Engineering Report (QA / QC)

Professional Personnel

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Reimbursable Expenses

Supplies			110.05	
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105695.6015
2015-337-338

P.O. Box 1487 / 39403-1487 • 704 Hardy Street • Hattiesburg, MS 39401-3665 • 601.545.1565 • Fax 601.545.2267
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NEEL-SCHAFFER
Solutions you can build upon

January 15th, 2016
Project No: NS.12273.005
Invoice No: 1034121-02

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.005 City of Hattiesburg – General Consulting – Task #10 – South Lagoon Sampling
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Phase 002 Engineering Report

Professional Personnel

	Hours	Rate	Amount	
Administrative Secretary				
McMurtrey, Jill	1.00	52.49	52.49	
Administrative Services Manager				
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2015-337-338

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City of Hattiesburg
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(5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

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

City of Hattiesburg, MS

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

Master

File Number: 2016-2423

File ID: 2016-2423 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 01/25/2016

Brief Title: Authorize Mayor to execute agreement with Shows, Dearman & Waits for Gordon's Creek ditch and culvert

Final Action: 02/02/2016

Minute Book Number: MB2016-30

Title:

Authorize Mayor to execute agreement with Shows, Dearman & Waits, Inc. to provide professional services to inspect and evaluate ditch and culvert beginning at 6th Avenue along Corinne Street to Gordon's Creek for a cost of $ 28,500; execute in triplicate.

Notes:

Sponsors:

Enactment Date:

Attachments: SDW Gordon's Creek Agreement, executed SDW Gordon's Creek Agreement

Enactment Number:

Contact:

Meeting Date: 02/02/2016

Drafter: Janet Beech

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/02/2016	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Authorize Mayor to execute agreement with Shows, Dearman & Waits, Inc. to provide professional services to inspect and evaluate ditch and culvert beginning at 6th Avenue along Corinne Street to Gordon's Creek for a cost of $ 28,500; execute in triplicate.

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

ΓEL-No Vote: 0

Text of Legislative File 2016-2423

Title

Authorize Mayor to execute agreement with Shows, Dearman & Waits, Inc. to provide professional services to inspect and evaluate ditch and culvert beginning at 6th Avenue along Corinne Street to Gordon's Creek for a cost of $ 28,500; execute in triplicate.

Summary

Authorize Mayor to execute agreement with Shows, Dearman & Waits, Inc. to provide professional services to inspect and evaluate ditch and culvert beginning at 6th Avenue along Corinne Street to Gordon's Creek for a cost of $ 28,500; execute in triplicate.

Budget Information

072201.6015
001206.6015

Expenditure Type

Purchasing Item

Publication Information

STANDARD FORM of AGREEMENT between OWNER and ENGINEER for PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and Issued and Published Jointly by

ACEC
American Council of Engineering Companies of North Carolina

ASCE American Society of Civil Engineers PUBLICATIONS

National Society of Professional Engineers®

PROFESSIONAL ENGINEERS in PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY of PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition). For guidance on the completion and use of this Agreement, see EJCDC Users Guide, No. 1910-50.

EJCDE No. 1910-1 (1996 Edition)

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1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

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STANDARD FORM of AGREEMENT BETWEEN OWNER and ENGINEER for PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____, 20___ ("Effective Date")

between **CITY of HATTIESBURG**, ("OWNER"), and

SHOWS, DEARMAN & WAITS, Inc., ("ENGINEER").

OWNER intends to: Inspect and evaluate the ditch and box culvert beginning at 6th Avenue which flows northeasterly and along Corinne Street to the discharge point in Gordon's Creek. Engineer will CCTV box culvert, evaluate videos, develop hydraulic analysis and provide conceptual resolution to deficiencies identified ("Project").

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agrees as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

   a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

   b. By Engineer:

EJCDC E520 Short Form of Agreement Between Owner and Engineer for Professional Services
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1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.*A.1.a* if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.*A.1* or 4.01.*A.2* may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.*B* the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

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

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract@ as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

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F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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9.01 Payment (Lump Sum Basis)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1.	Inspection and Evaluation at Box Culvert	Lump Sum Amount of $14,000.00
2.	Hydraulic Study	Lump Sum Amount of $9,500.00
3.	Conceptual Design	Lump Sum Amount of $5,000.00

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

OWNER:	**CITY of HATTIESBURG**	ENGINEER:	**SHOWS, DEARMAN & WAITS, Inc.**
By:	Johnny L. DuPree	By:	John T. Weeks
			sdw Engineering Progress
Title:	Mayor	Title:	Vice President
Date Signed:		Date Signed:	
		License or Certificate No. and State:	18912 - MS
Address for giving notices:		Address for giving notices:	
	P O Box 1898		301 Second Ave
	Hattiesburg MS 39403-1898		Hattiesburg, MS 39401

EJCDC E520 Short Form of Agreement Between Owner and Engineer for Professional Services
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STANDARD FORM of AGREEMENT between OWNER and ENGINEER for PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and Issued and Published Jointly by

ACEC
American Council of Engineering Companies
of North Carolina

ASCE American Society of Civil Engineers
PUBLICATIONS

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a practice division of the
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D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

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3.	Conceptual Design	Lump Sum Amount of $5,000.00

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

OWNER:	**CITY of HATTIESBURG**	ENGINEER:	**SHOWS, DEARMAN & WAITS, Inc.**
By:	Johnny L. DuPree	By:	John T. Weeks
			sdw Engineering Progress
Title:	Mayor	Title:	Vice President
Date Signed:	2-2-16	Date Signed:	
		License or Certificate No. and State:	18912 - MS
Address for giving notices:		Address for giving notices:	
P O Box 1898		301 Second Ave	
Hattiesburg MS 39403-1898		Hattiesburg, MS 39401	

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City of Hattiesburg, MS

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

Master

File Number: 2016-2415

File ID: 2016-2415 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 01/25/2016

Brief Title: Authorize granting of easements to Mar-Jac; execute same **Final Action:** 02/02/2016

Minute Book Number: MB2016-30

Title:

Authorize granting of Access Easement and Utility Easement to Mar-Jac Poultry MS, LLC in order to use, maintain, repair and replace existing wastewater pipe; Authorize Mayor to execute said Easements.

Notes:

Sponsors: **Enactment Date:**

Attachments: Mar-Jac Access Easement, Mar-Jac Utility Easement, executed Mar-Jac Access Easement, executed Mar-Jac Utility Easement **Enactment Number:**

Contact: **Meeting Date:** 02/02/2016

Drafter: Janet Beech **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/02/2016	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Authorize granting of Access Easement and Utility Easement to Mar-Jac Poultry MS, LLC in order to use, maintain, repair and replace existing wastewater pipe; Authorize Mayor to execute said Easements.

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

ΓEL-No Vote: 0

Text of Legislative File 2016-2415

Title

Authorize granting of Access Easement and Utility Easement to Mar-Jac Poultry MS, LLC in order to use, maintain, repair and replace existing wastewater pipe; Authorize Mayor to execute said Easements.

Summary

Authorize granting of Access Easement and Utility Easement to Mar-Jac Poultry MS, LLC in order to use, maintain, repair and replace existing wastewater pipe; Authorize Mayor to execute said Easements.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

GRANTEE'S ADDRESS:	GRANTOR: PREPARED BY AND RETURN TO:
Mar-Jac Poultry MS, LLC 3301 3rd Avenue Jasper, Alabama 35501 Phone: (205) 387-1441	City of Hattiesburg Dept. of Engineering P O Box 1898 Hattiesburg, MS 39401 Phone: (601) 544-4540

ACCESS EASEMENT

INDEXING INSTRUCTIONS: A parcel in the SW ¼ of the SW ¼ of Section 14, Township 4 North, Range 13 West, and Forrest County, Mississippi.

STATE OF MISSISSIPPI
COUNTY OF FORREST
CITY OF HATTIESBURG

For in consideration of ten dollars ($10.00), and other good and valuable consideration, including the benefits to be derived herefrom, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, Grantor

City of Hattiesburg
A Municipal Corporation
P O Box 1898
200 Forrest Street
Hattiesburg, MS 39403
(Phone: 601) 545-4501

does hereby grant, bargain, sell and convey unto, Grantee,

Mar-Jac Poultry MS, LLC,
a Mississippi Limited Liability Company,
3301 3rd Avenue
Jasper, Alabama 35501
Phone: (205) 387-1441

a Mississippi Limited Liability Company, an access, ingress and egress easement over, across and upon a parcel of real property (the "Easement Property"), for the purpose of allowing Grantee, as the owner in fee simple of the property located adjacent to and east of the Easement Property, to cross over the Easement Property, which consists of a portion of a former railroad right-of-way, with vehicles in order to access and travel between the property on the western side of the Easement Property and the property owned by Grantee on the eastern side of the Easement Property. The Easement Property consists of the following described property located in the City of Hattiesburg, County of Forrest, State of Mississippi:

> A parcel of land lying in the SW ¼ of the SW ¼ of Section 14, Township 4 North, Range 13 West, Forrest County, Mississippi, described as follows: Commencing at a ½" rebar marking the Southeast Corner of the SW ¼ of the SW ¼ of Section 14 T-4-N, R-13-W, Forrest County, Mississippi, also being the Point of Beginning. Thence run N 89°26'06" W 99.93 feet to a ½" pipe, thence run N 00°01'25"E 99.08 feet, thence run S 89°57'52" E 99.93 feet, thence run S 00°01'25" E 100.00 feet to the Point of Beginning. Containing 0.23 acre (9,946.74 sq. ft).

The Grantor herein further warrants that the above described property is not a part of his or her homestead.

The Grantee herein is given full rights to do whatever may be necessary and proper for the enjoyment of the rights granted herein, including the right of ingress and egress and the right to clear said easement of selected vegetation such as shrubs, trees and other vegetation as may be necessary to maintain the above described easement. Grantee will restore any damage caused by his action.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns or legal representatives as they relate to the easement described herein.

The easement granted herein shall run with the land and be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Grantor reserves any and all mineral rights as required by law.

[Signatures Begin on Following Page]

Witness my signature on this the_____day of _____, A.D., 2015.

Grantor: City of Hattiesburg

_____

Johnny L. Dupree, Mayor

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, the within named Johnny L. Dupree, Mayor of the City of Hattiesburg, MS, personally known to 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 Access Easement 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., 2015.

_____

NOTARY PUBLIC

SEAL

[Signatures Continued on Following Page]

Witness my signature on this the 17th day of November, A.D., 2015.

Grantee: Mar-Jac Poultry MS, LLC

Peter Martin

Peter Martin, VP Poultry Operations

STATE OF Alabama
COUNTY OF Walker

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, the within named Peter Martin, VP Poultry Operations, for Mar-Jac Poultry MS, LLC, personally known to or proven to me by sufficient identification, who acknowledged that after being duly authorized by the Company, he in his official capacity signed, executed and delivered the above and foregoing Access Easement on the day and year therein mentioned for the purpose therein stated.

SWORN TO AND SUBSCRIBED BEFORE ME on this the 17th day of November, A.D., 2015.

Melissa Ann Baker Pendley

NOTARY PUBLIC

My Commission Expires: 10/3/17

Melissa Ann Baker Pendley
Notary Public
Alabama State At Large

SEAL

GRANTEE'S ADDRESS:

Mar-Jac Poultry MS, LLC
3301 3rd Avenue
Jasper, Alabama 35501
Phone: (205) 387-1441

GRANTOR: PREPARED BY AND RETURN TO:

City of Hattiesburg
Dept. of Engineering
P O Box 1898
Hattiesburg, MS 39401
Phone: (601) 544-4540

UTILITY EASEMENT

INDEXING INSTRUCTIONS: A parcel in the SW ¼ of the SW ¼ of Section 14, Township 4 North, Range 13 West, and Forrest County, Mississippi.

STATE OF MISSISSIPPI
COUNTY OF FORREST
CITY OF HATTIESBURG

For in consideration of ten dollars ($10.00), and other good and valuable consideration, including the benefits to be derived herefrom, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, Grantor

City of Hattiesburg
A Municipal Corporation
P O Box 1898
200 Forrest Street
Hattiesburg, MS 39403
(Phone: 601) 545-4501

does hereby grant, bargain, sell and convey unto, Grantee,

Mar-Jac Poultry MS, LLC,
a Mississippi Limited Liability Company,
3301 3rd Avenue
Jasper, Alabama 35501
Phone: (205) 387-1441

a Mississippi Limited Liability Company, a utility easement over, across and upon a parcel of real property (the "Easement Property"), for the purpose of allowing Grantee, as the owner of the property located adjacent to and west of the Easement Property, to use, maintain, repair and replace the existing wastewater pipe that runs through the Easement Property, which Easement Property is a portion of a former railroad right-of-way. The Easement Property consists of the following described property located in the City of Hattiesburg, County of Forrest, State of Mississippi:

> A parcel of land lying in the SW ¼ of the SW ¼ of Section 14, Township 4 North, Range 13 West, Forrest County, Mississippi, described as follows: Commencing at a ½" rebar marking the Southeast Corner of the SW ¼ of the SW ¼ of Section 14 T-4-N, R-13-W, Forrest County, Mississippi, thence run N 00°01'25" E 1064.66 feet to and for the Point of Beginning, Thence run S 81°55'01" W 100.94 feet, thence run N 00°01'25" E 50.50 feet, thence run N 81°55'01" E 100.94 feet, thence run S 00°01'25" W 50.50 feet to the Point of Beginning. Containing 0.12 acre (5,046.88 sq. ft.).

The Grantor herein further warrants that the above described property is not a part of his or her homestead.

The Grantee herein is given full rights to do whatever may be necessary and proper for the enjoyment of the rights granted herein, including the right of ingress and egress and the right to clear said easement of selected vegetation such as shrubs, trees and other vegetation as may be necessary to maintain the above described easement. Grantee will restore any damage caused by his action.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns or legal representatives as they relate to the easement described herein.

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It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Grantor reserves any and all mineral rights as required by law.

Witness my signature on this the_____day of _____, A.D., 2015.

Grantor: City of Hattiesburg

_____

Johnny L. Dupree, Mayor

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, the within named Johnny L. Dupree, Mayor of the City of Hattiesburg, MS, personally known to 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 Utility Easement 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., 2015.

_____

NOTARY PUBLIC

SEAL

Witness my signature on this the 17th day of November, A.D., 2015.

Grantee: Mar-Jac Poultry MS, LLC

Peter Martin

Peter Martin, VP Poultry Operations

STATE OF Alabama
COUNTY OF Walker

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, the within named Peter Martin, VP Poultry Operations, for Mar-Jac Poultry MS, LLC, personally known to or proven to me by sufficient identification, who acknowledged that after being duly authorized by the Company, he in his official capacity signed, executed and delivered the above and foregoing Utility Easement on the day and year therein mentioned for the purpose therein stated.

SWORN TO AND SUBSCRIBED BEFORE ME on this the 17th day of November, A.D., 2015.

Melissa Ann Baker Pendley

NOTARY PUBLIC

My Commission Expires 10/13/17

Melissa Ann Baker Pendley
Notary Public
Alabama State At Large

SEAL

GRANTEE'S ADDRESS:	GRANTOR: PREPARED BY AND RETURN TO:
Mar-Jac Poultry MS, LLC 3301 3rd Avenue Jasper, Alabama 35501 Phone: (205) 387-1441	City of Hattiesburg Dept. of Engineering P O Box 1898 Hattiesburg, MS 39401 Phone: (601) 544-4540

ACCESS EASEMENT

INDEXING INSTRUCTIONS: A parcel in the SW ¼ of the SW ¼ of Section 14, Township 4 North, Range 13 West, and Forrest County, Mississippi.

STATE OF MISSISSIPPI
COUNTY OF FORREST
CITY OF HATTIESBURG

For in consideration of ten dollars ($10.00), and other good and valuable consideration, including the benefits to be derived herefrom, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, Grantor

City of Hattiesburg
A Municipal Corporation
P O Box 1898
200 Forrest Street
Hattiesburg, MS 39403
(Phone: 601) 545-4501

does hereby grant, bargain, sell and convey unto, Grantee,

Mar-Jac Poultry MS, LLC,
a Mississippi Limited Liability Company,
3301 3rd Avenue
Jasper, Alabama 35501
Phone: (205) 387-1441

a Mississippi Limited Liability Company, an access, ingress and egress easement over, across and upon a parcel of real property (the "Easement Property"), for the purpose of allowing Grantee, as the owner in fee simple of the property located adjacent to and east of the Easement Property, to cross over the Easement Property, which consists of a portion of a former railroad right-of-way, with vehicles in order to access and travel between the property on the western side of the Easement Property and the property owned by Grantee on the eastern side of the Easement Property. The Easement Property consists of the following described property located in the City of Hattiesburg, County of Forrest, State of Mississippi:

> A parcel of land lying in the SW ¼ of the SW ¼ of Section 14, Township 4 North, Range 13 West, Forrest County, Mississippi, described as follows: Commencing at a ½" rebar marking the Southeast Corner of the SW ¼ of the SW ¼ of Section 14 T-4-N, R-13-W, Forrest County, Mississippi, also being the Point of Beginning. Thence run N 89°26'06" W 99.93 feet to a ½" pipe, thence run N 00°01'25"E 99.08 feet, thence run S 89°57'52" E 99.93 feet, thence run S 00°01'25" E 100.00 feet to the Point of Beginning. Containing 0.23 acre (9,946.74 sq. ft).

The Grantor herein further warrants that the above described property is not a part of his or her homestead.

The Grantee herein is given full rights to do whatever may be necessary and proper for the enjoyment of the rights granted herein, including the right of ingress and egress and the right to clear said easement of selected vegetation such as shrubs, trees and other vegetation as may be necessary to maintain the above described easement. Grantee will restore any damage caused by his action.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns or legal representatives as they relate to the easement described herein.

The easement granted herein shall run with the land and be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Grantor reserves any and all mineral rights as required by law.

[Signatures Begin on Following Page]

Witness my signature on this the_____day of _____, A.D., 2015.

Grantor: City of Hattiesburg

Johnny L. Dupree, Mayor

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, the within named Johnny L. Dupree, Mayor of the City of Hattiesburg, MS, personally known to 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 Access Easement 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., 2015.

NOTARY PUBLIC

SEAL

STATE OF MISSISSIPPI
KERMAS EATON
ID NO. 87654
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

[Signatures Continued on Following Page]

Witness my signature on this the 17th day of November, A.D., 2015.

Grantee: Mar-Jac Poultry MS, LLC

Pete Martin

Pete Martin, VP Poultry Operations

STATE OF Alabama
COUNTY OF Walker

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, the within named Pete Martin, VP Poultry Operations, for Mar-Jac Poultry MS, LLC, personally known to or proven to me by sufficient identification, who acknowledged that after being duly authorized by the Company, he in his official capacity signed, executed and delivered the above and foregoing Access Easement on the day and year therein mentioned for the purpose therein stated.

SWORN TO AND SUBSCRIBED BEFORE ME on this the 17th day of November, A.D., 2015.

Melissa Ann Baker Pendley

NOTARY PUBLIC

My Commission Expires: 10/3/17

Melissa Ann Baker Pendley
Notary Public
Alabama State At Large

SEAL

GRANTEE'S ADDRESS:

Mar-Jac Poultry MS, LLC
3301 3rd Avenue
Jasper, Alabama 35501
Phone: (205) 387-1441

GRANTOR: PREPARED BY AND RETURN TO:

City of Hattiesburg
Dept. of Engineering
P O Box 1898
Hattiesburg, MS 39401
Phone: (601) 544-4540

UTILITY EASEMENT

INDEXING INSTRUCTIONS: A parcel in the SW ¼ of the SW ¼ of Section 14, Township 4 North, Range 13 West, and Forrest County, Mississippi.

STATE OF MISSISSIPPI
COUNTY OF FORREST
CITY OF HATTIESBURG

For in consideration of ten dollars ($10.00), and other good and valuable consideration, including the benefits to be derived herefrom, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, Grantor

City of Hattiesburg
A Municipal Corporation
P O Box 1898
200 Forrest Street
Hattiesburg, MS 39403
(Phone: 601) 545-4501

does hereby grant, bargain, sell and convey unto, Grantee,

Mar-Jac Poultry MS, LLC,
a Mississippi Limited Liability Company,
3301 3rd Avenue
Jasper, Alabama 35501
Phone: (205) 387-1441

a Mississippi Limited Liability Company, a utility easement over, across and upon a parcel of real property (the "Easement Property"), for the purpose of allowing Grantee, as the owner of the property located adjacent to and west of the Easement Property, to use, maintain, repair and replace the existing wastewater pipe that runs through the Easement Property, which Easement Property is a portion of a former railroad right-of-way. The Easement Property consists of the following described property located in the City of Hattiesburg, County of Forrest, State of Mississippi:

> A parcel of land lying in the SW ¼ of the SW ¼ of Section 14, Township 4 North, Range 13 West, Forrest County, Mississippi, described as follows: Commencing at a ½" rebar marking the Southeast Corner of the SW ¼ of the SW ¼ of Section 14 T-4-N, R-13-W, Forrest County, Mississippi, thence run N 00°01'25" E 1064.66 feet to and for the Point of Beginning, Thence run S 81°55'01" W 100.94 feet, thence run N 00°01'25" E 50.50 feet, thence run N 81°55'01" E 100.94 feet, thence run S 00°01'25" W 50.50 feet to the Point of Beginning. Containing 0.12 acre (5,046.88 sq. ft.).

The Grantor herein further warrants that the above described property is not a part of his or her homestead.

The Grantee herein is given full rights to do whatever may be necessary and proper for the enjoyment of the rights granted herein, including the right of ingress and egress and the right to clear said easement of selected vegetation such as shrubs, trees and other vegetation as may be necessary to maintain the above described easement. Grantee will restore any damage caused by his action.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns or legal representatives as they relate to the easement described herein.

The easement granted herein shall run with the land and be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Grantor reserves any and all mineral rights as required by law.

Witness my signature on this the_____day of _____, A.D., 2015.

Grantor: City of Hattiesburg

Johnny L. Dupree, Mayor

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, the within named Johnny L. Dupree, Mayor of the City of Hattiesburg, MS, personally known to 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 Utility Easement 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., 2015.

NOTARY PUBLIC

SEAL



Witness my signature on this the 17th day of November, A.D., 2015.

Grantee: Mar-Jac Poultry MS, LLC

Peter Martin

Peter Martin, VP Poultry Operations

STATE OF Alabama
COUNTY OF Walker

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, the within named Peter Martin, VP Poultry Operations, for Mar-Jac Poultry MS, LLC, personally known to or proven to me by sufficient identification, who acknowledged that after being duly authorized by the Company, he in his official capacity signed, executed and delivered the above and foregoing Utility Easement on the day and year therein mentioned for the purpose therein stated.

SWORN TO AND SUBSCRIBED BEFORE ME on this the 17th day of November, A.D., 2015.

Melissa Ann Baker Pendley

NOTARY PUBLIC

My Commission Expires 10/13/19

Melissa Ann Baker Pendley
Notary Public
Alabama State At Large

SEAL

City of Hattiesburg, MS

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

Master

File Number: 2016-2440

File ID: 2016-2440 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 01/26/2016

Brief Title: Schaus Debris Monitoring Agreement Addendum **Final Action:** 02/02/2016

Minute Book Number: MB2016-30

Title:

Authorize Mayor to execute Addendum 1 to Contract 6215 with Schaus, LLC for additional professional services related to FEMA requirements for Debris Monitoring and Removal.

Notes:

Sponsors: **Enactment Date:**

Attachments: Schaus Addend 1 12-29-15, executed Schaus Addend 1 12-29-15 **Enactment Number:**

Contact: **Meeting Date:** 02/02/2016

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/02/2016	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Authorize Mayor to execute Addendum 1 to Contract 6215 with Schaus, LLC for additional professional services related to FEMA requirements for Debris Monitoring and Removal.

Council President Bradley asked Lamar Rutland, City Engineer, why there is an increase to the contract; Mr. Rutland replied that the amount is at an hourly rate rather than the contract rate.

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

ΓEL-No Vote: 0

Text of Legislative File 2016-2440

Title

Authorize Mayor to execute Addendum 1 to Contract 6215 with Schaus, LLC for additional professional services related to FEMA requirements for Debris Monitoring and Removal.

Summary

Schaus Debris Monitoring Agreement Addendum

Budget Information

001095.6049

Expenditure Type

Regular Budget item

SCHAUS
PROFESSIONAL SERVICES

December 29, 2015

Lamar Rutland,
City of Hattiesburg Engineer
212 West Front Street
Hattiesburg, MS 39401

Subject: Addendum/Scope of Work #1 for Contract **6215** for Professional Services.

Lamar,
As per the Contract for Professional Services date June 2015, I am sending a Scope of Work for the City of Hattiesburg for the following addition:

Scope of Work (Addendum #1):

1. Prepare a Debris Monitoring Request for Qualifications (RFQ).
2. Score the RFQ responses.
3. Prepare a Request for Price (RFP) Template for both Debris Monitoring and Debris Removal that will be issued following Federal Declarations (only with Council Approval).
4. Prepare a Debris Monitoring and Debris Removal Contract Template.
5. Provide a onetime FEMA Reimbursement Training Class for City Department Directors.
6. Update the 2015 Debris Removal RFQ for 2016 Advertising (November 2016).

Cost associated with Addendum #1: **Cost not to exceed $8,500.00 utilizing Cost Structure per Contract.**

_____	_____
SCHAUS LLC	City of Hattiesburg
Danny Shows	

SCHAUS
PROFESSIONAL SERVICES

December 29, 2015

Lamar Rutland,
City of Hattiesburg Engineer
212 West Front Street
Hattiesburg, MS 39401

Subject: Addendum/Scope of Work #1 for Contract **6215** for Professional Services.

Lamar,
As per the Contract for Professional Services date June 2015, I am sending a Scope of Work for the City of Hattiesburg for the following addition:

Scope of Work (Addendum #1):

1. Prepare a Debris Monitoring Request for Qualifications (RFQ).
2. Score the RFQ responses.
3. Prepare a Request for Price (RFP) Template for both Debris Monitoring and Debris Removal that will be issued following Federal Declarations (only with Council Approval).
4. Prepare a Debris Monitoring and Debris Removal Contract Template.
5. Provide a onetime FEMA Reimbursement Training Class for City Department Directors.
6. Update the 2015 Debris Removal RFQ for 2016 Advertising (November 2016).

Cost associated with Addendum #1: **Cost not to exceed $8,500.00 utilizing Cost Structure per Contract.**

SCHAUS LLC
Danny Shows

City of Hattiesburg

PO BOX 331, Ellisville, MS 39437 www.schausllc.com 601-270-7723/601-477-2043 Fax

City of Hattiesburg, MS

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

Master

File Number: 2016-2441

File ID: 2016-2441 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 01/26/2016

Brief Title: ESRI agreement and sole source purchase authorization **Final Action:** 02/02/2016

Minute Book Number: MB2016-31

Title:

Authorize Mayor to enter into 3 yr licensing agreement with Environmental Systems Research Institute, Inc. (ESRI) for ArcGis licenses and support; Declare and approve the purchase of said licenses and support services as a sole source purchase as provided for in Section 31-7-13 (viii), of the Mississippi Code of 1972, based on information as per attached letter.

Notes:

Sponsors: **Enactment Date:**

Attachments: Esri_SoleSource_2015, ESRIquote, executed ESRIquote **Enactment Number:**

Contact: **Meeting Date:** 02/02/2016

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/02/2016	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Authorize Mayor to enter into 3 yr licensing agreement with Environmental Systems Research Institute, Inc. (ESRI) for ArcGis licenses and support; Declare and approve the purchase of said licenses and support services as a sole source purchase as provided for in Section 31-7-13 (viii), of the Mississippi Code of 1972, based on information as per attached letter.

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

ΓEL-No Vote: 0

Text of Legislative File 2016-2441

Title

Authorize Mayor to enter into 3 yr licensing agreement with Environmental Systems Research Institute, Inc. (ESRI) for ArcGis licenses and support; Declare and approve the purchase of said licenses and support services as a sole source purchase as provided for in Section 31-7-13 (viii), of the Mississippi Code of 1972, based on information as per attached letter.

Summary

ESRI agreement and sole source purchase authorization

Budget Information

Expenditure Type

Regular budget item

Purchasing Item

sole source purchase

SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373
E-mail: jricks@esri.com

DATE: February 25, 2015

TO: To Whom It May Concern

RE: Esri Sole Source Justification for Geographic Information System Software

This letter confirms that Esri, as owner and manufacturer, is the sole-source provider of **software maintenance** (technical support plus Esri software updates/upgrades) for Esri products.

Esri is the sole-source provider of the following Esri products in the commercial, state, and local government marketplace:

- ArcGIS for Aviation Bundle
- ArcGIS for Desktop Advanced
- ArcGIS for Desktop Standard
- ArcGIS for Maritime Bundle
- ArcGIS for Server and extensions
- ArcGIS Online (excluding data owned by 3rd party providers)
- ArcGIS Runtime and Extensions
- Certain proprietary training courses
- Esri Business Analyst Online
- Esri Community Analyst
- Esri Business Analyst Server
- Esri Defense Mapping Bundle
- Esri Developer Network (EDN) subscriptions
- Esri MapStudio
- Esri Maps Products
- Esri Roads and Highways
- Portal & Hosted Portal for ArcGIS

In an effort to support diversity in federal contracting, Esri has authorized certain small businesses (see GSA Advantage! for details) as resellers of the following Esri products to eligible entities purchasing under a GSA Schedule. Esri GSA resellers cannot sell Esri software to state or local entities:

- ArcGIS for Aviation
- ArcGIS for Desktop Advanced
- ArcGIS for Desktop Standard
- ArcGIS for Maritime: Bathymetry
- ArcGIS for Maritime: Charting
- ArcGIS for Server and extensions
- Certain Esri instructor-led training courses
- Esri Business Analyst Server
- Esri Defense Mapping
- Esri Production Mapping

Esri distributes certain software licenses, ***excluding those listed above***, through open-market value-added resellers and distributors. If you have further questions, please contact me at 909-793-2853, extension 1-1990.

J. Ricks
Jackie Ricks

Quotation # 20478695

Date: November 17, 2015

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
11200 Westheimer RdSuite 630
Houston, TX 77042
Phone: (713) 401-0658 Fax: (713) 782-5958
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 11/17/2015 To: 02/15/2016

Customer # 6501 Contract #

City of Hattiesburg
MPO-GIS Dept
308 Newman St
Hattiesburg, MS 39401

ATTENTION: Hema Gopalan
PHONE: 601-545-6326
FAX: (601) 545-6222

Material	Qty	Description	Unit Price	Total
110036	1	Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement - Year 1	35,000.00	35,000.00
114402	1	ArcGIS Data Interoperability for Desktop and Server Populations of 25,001 to 50,000 Small Government Enterprise License Agreement - Year 1	2,250.00	2,250.00
110036	1	Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement - Year 2	35,000.00	35,000.00
114402	1	ArcGIS Data Interoperability for Desktop and Server Populations of 25,001 to 50,000 Small Government Enterprise License Agreement - Year 2	2,250.00	2,250.00
110036	1	Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement - Year 3	35,000.00	35,000.00
114402	1	ArcGIS Data Interoperability for Desktop and Server Populations of 25,001 to 50,000 Small Government Enterprise License Agreement - Year 3	2,250.00	2,250.00

Item Total:	111,750.00
Subtotal:	111,750.00
Sales Tax:	0.00
Estimated Shipping & Handling(2 Day Delivery) :	0.00
Contract Pricing Adjust:	0.00
Total:	$111,750.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Nicholas Popovich **Email:** npopovich@esri.com **Phone:** (713) 401-0658 x5804

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

POPOVICHN **This offer is limited to the terms and conditions incorporated and attached herein.**

Quotation # 20478695

Date: November 17, 2015

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
11200 Westheimer RdSuite 630
Houston, TX 77042
Phone: (713) 401-0658 Fax: (713) 782-5958
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 11/17/2015 To: 02/15/2016

Customer # 6501 Contract #

City of Hattiesburg
MPO-GIS Dept
308 Newman St
Hattiesburg, MS 39401

ATTENTION: Hema Gopalan
PHONE: 601-545-6326
FAX: (601) 545-6222

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

___ I agree to pay any applicable sales tax.

___ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative **Date**

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Nicholas Popovich **Email:** npopovich@esri.com **Phone:** (713) 401-0658 x5804

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

POPOVICHN **This offer is limited to the terms and conditions incorporated and attached herein.**

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

SMALL ENTERPRISE LICENSE AGREEMENT
COUNTY AND MUNICIPALITY
(E214-2)

This Agreement is by and between the organization identified in the Quotation (**"Licensee"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Licensee's use of Products and incorporates by reference (i) the Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the License Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Licensee is located without reference to conflict of laws principles, and the USA federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Unlimited Quantities

Desktop Software and Extensions
ArcGIS for Desktop Advanced
ArcGIS for Desktop Standard
ArcGIS for Desktop Basic
ArcGIS for Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager for Desktop, ArcGIS Data Reviewer

Server Software and Extensions
ArcGIS for Server Workgroup and Enterprise (Advanced, Standard, and Basic)
ArcGIS for Server Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager for Server, ArcGIS Image Extension for Server

Developer Tools
ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime Standard
ArcGIS Runtime Standard Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Network Analyst

Limited Quantities
One (1) Annual Subscription to Esri Developer Network (EDN) Standard*
One (1) Esri CityEngine Advanced Single Use License
One (1) Esri CityEngine Advanced Concurrent Use License
One (1) ArcGIS Online Subscription

OTHER BENEFITS

One (1) ArcGIS Online subscription with specified named users and credits as determined in the program description	**Level 3**
Number of Esri User Conference registrations provided annually	**3**
Number of Tier 1 Help Desk individuals authorized to call Esri	**3**
Maximum number of sets of backup media, if requested**	**2**
Virtual Campus Annual User License allowance	**7,500**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

*Maintenance is not provided for these items.
**Additional sets of backup media may be purchased for a fee.

Licensee may accept this Agreement by signing and returning the whole Agreement with a sales quotation, purchase order, or other document ("Ordering Document") that matches the Quotation and references this Agreement. **ADDITIONAL OR CONFLICTING TERMS IN LICENSEE'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** Unless otherwise mutually agreed to, this Agreement is effective as of the date of the last signature on the signature page ("Effective Date") or, if no date is provided with the signature, the date of Esri's receipt of Licensee's Ordering Document incorporating this Agreement by reference.

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Licensee)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

LICENSEE CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail:_____

1.0—Additional Definitions

In addition to the definitions provided in the License Agreement, the following definitions apply to this Agreement:

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Licensee's organization(s).

"Fee" means the fee set forth in the Quotation.

"Incident" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means (i) the applicable license agreement incorporated by this reference that is found at http://www.esri.com/legal/software-license; composed of the General License Terms and Conditions (E204) and Exhibit 1, Scope of Use (E300); and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between the parties that supersedes such electronically acknowledged license agreement.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Licensee during the term of this Agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Licensee.

"Technical Support" means the technical assistance for attempting resolution of a reported Incident through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Licensee's point of contact(s) to provide all Tier 1 Support within Licensee's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Technical Support provided to the Tier 1 Help Desk when an Incident cannot be resolved through Tier 1 Support. Licensee will receive Tier 2 Support from Esri.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Licensee a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the term provided on the first page (i) for the applicable Fee and (ii) in accordance with the License Agreement.

2.2 Consultant Access. Esri grants Licensee the right to permit Licensee's consultants or contractors to use the Products exclusively for Licensee's benefit. Licensee will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Licensee. Access to or use of Products by consultants or contractors not exclusively for Licensee's benefit is prohibited. Licensee may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Licensee.

3.0—Term, Termination, and Expiration

3.1 Term. The term of this Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified on the signature page, unless this Agreement is terminated earlier as provided herein. Licensee is only authorized to use Products during the term of this Agreement. For an Agreement with a limited term, Esri does not grant Licensee an indefinite or perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses and all Maintenance, Esri Virtual Campus access, and Esri User Conference registrations terminate on expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will be given a period of thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Licensee is unable to secure

funding through the legislative or governing body's approval process.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Licensee. Licensee may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Licensee via written notice for incorporation into the Products schedule at no additional charge. Licensee's use of new or updated Products requires Licensee to adhere to applicable additional or revised terms and conditions of the License Agreement.

4.2 Product Life Cycle. During the term of this Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at http://support.esri.com/en/content/productlifecycles. Updates for Products in the mature and retired phases may not be available. Licensee may continue to use Products already Deployed for the term of this Agreement, but Licensee will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits specified in the most current applicable Esri Standard Maintenance Program document (found at http://www.esri.com/legal). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Licensee may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Licensee will provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial points of contact for all questions and reporting of an Incident. The Tier 1 Help Desk will obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The Tier 1 Help Desk may also use any other information and databases that may be developed to satisfactorily resolve the Incident.

5. If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Licensee may change the Tier 1 Help Desk individuals by written notice to Esri.

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1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

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3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Incident submitted by Tier 1 Help Desk.

5. When the Incident is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Licensee's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Licensee will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Licensee will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration date of this Agreement, Licensee will provide Esri with a written report detailing all Deployments. Upon request, Licensee will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Licensee will issue an Ordering Document upon execution of this Agreement and annually thereafter in accordance with the Quotation. Payment will be due and payable within thirty (30) calendar days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) calendar days of execution of this Agreement. Esri's federal ID number is 95-2775-732.

b. Upon receipt of the initial Ordering Document from Licensee, Esri will authorize download of the Products to Licensee for Deployment. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. For those entities that avoid sales tax by downloading deliverables, request for delivery or receipt of tangible media may cause the Fee to be subject to taxes. Licensee acknowledges that should such taxes become due, Esri has a right to invoice and Licensee will pay any such sales or use tax associated with its receipt of tangible media.

c. Esri will provide Authorization Codes to activate the nondestructive copy protection program that enables the Products to operate.

8.2 Order Requirements

a. All orders pertaining to this Agreement will be processed through Licensee's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Licensee name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Licensee is a commercial entity, Licensee will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Licensee with or into another corporation or entity; (ii) Licensee's acquisition of another entity; or (iii) a transfer or sale of all or part of Licensee's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Licensee's organization, that portion of Licensee's organization will uninstall, remove, and destroy or transfer the Products to Licensee.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Licensee will require any successor entity to uninstall, remove, and destroy the Products, and this Agreement will terminate upon such Ownership Change.

SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373
E-mail: jricks@esri.com

DATE: February 25, 2015

TO: To Whom It May Concern

RE: Esri Sole Source Justification for Geographic Information System Software

This letter confirms that Esri, as owner and manufacturer, is the sole-source provider of **software maintenance** (technical support plus Esri software updates/upgrades) for Esri products.

Esri is the sole-source provider of the following Esri products in the commercial, state, and local government marketplace:

- ArcGIS for Aviation Bundle
- ArcGIS for Desktop Advanced
- ArcGIS for Desktop Standard
- ArcGIS for Maritime Bundle
- ArcGIS for Server and extensions
- ArcGIS Online (excluding data owned by 3rd party providers)
- ArcGIS Runtime and Extensions
- Certain proprietary training courses
- Esri Business Analyst Online
- Esri Community Analyst
- Esri Business Analyst Server
- Esri Defense Mapping Bundle
- Esri Developer Network (EDN) subscriptions
- Esri MapStudio
- Esri Maps Products
- Esri Roads and Highways
- Portal & Hosted Portal for ArcGIS

In an effort to support diversity in federal contracting, Esri has authorized certain small businesses (see GSA Advantage! for details) as resellers of the following Esri products to eligible entities purchasing under a GSA Schedule. Esri GSA resellers cannot sell Esri software to state or local entities:

- ArcGIS for Aviation
- ArcGIS for Desktop Advanced
- ArcGIS for Desktop Standard
- ArcGIS for Maritime: Bathymetry
- ArcGIS for Maritime: Charting
- ArcGIS for Server and extensions
- Certain Esri instructor-led training courses
- Esri Business Analyst Server
- Esri Defense Mapping
- Esri Production Mapping

Esri distributes certain software licenses, ***excluding those listed above***, through open-market value-added resellers and distributors. If you have further questions, please contact me at 909-793-2853, extension 1-1990.

J. Ricks

Jackie Ricks

Quotation # 20478695

Date: November 17, 2015

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
11200 Westheimer RdSuite 630
Houston, TX 77042
Phone: (713) 401-0658 **Fax: (713) 782-5958**
DUNS Number: 06-313-4175 **CAGE Code: 0AMS3**

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 11/17/2015 To: 02/15/2016

Customer # 6501 **Contract #**

City of Hattiesburg
MPO-GIS Dept
308 Newman St
Hattiesburg, MS 39401

ATTENTION: Hema Gopalan
PHONE: 601-545-6326
FAX: (601) 545-6222

Material	Qty	Description	Unit Price	Total
110036	1	Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement - Year 1	35,000.00	35,000.00
114402	1	ArcGIS Data Interoperability for Desktop and Server Populations of 25,001 to 50,000 Small Government Enterprise License Agreement - Year 1	2,250.00	2,250.00
110036	1	Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement - Year 2	35,000.00	35,000.00
114402	1	ArcGIS Data Interoperability for Desktop and Server Populations of 25,001 to 50,000 Small Government Enterprise License Agreement - Year 2	2,250.00	2,250.00
110036	1	Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement - Year 3	35,000.00	35,000.00
114402	1	ArcGIS Data Interoperability for Desktop and Server Populations of 25,001 to 50,000 Small Government Enterprise License Agreement - Year 3	2,250.00	2,250.00

Item Total:	111,750.00
Subtotal:	111,750.00
Sales Tax:	0.00
Estimated Shipping & Handling(2 Day Delivery) :	0.00
Contract Pricing Adjust:	0.00
Total:	$111,750.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Nicholas Popovich **Email:** npopovich@esri.com **Phone:** (713) 401-0658 x5804

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

POPOVICHN

This offer is limited to the terms and conditions incorporated and attached herein.

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
11200 Westheimer RdSuite 630
Houston, TX 77042
Phone: (713) 401-0658 Fax: (713) 782-5958
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 11/17/2015 To: 02/15/2016

Quotation # 20478695

Date: November 17, 2015

Customer # 6501 **Contract #**

City of Hattiesburg
MPO-GIS Dept
308 Newman St
Hattiesburg, MS 39401

ATTENTION: Hema Gopalan
PHONE: 601-545-6326
FAX: (601) 545-6222

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

___ I agree to pay any applicable sales tax.

___ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Johnny L DuPree 2-2-16

Signature of Authorized Representative **Date**

Johnny L. DuPree
Name (Please Print)

Mayor
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Nicholas Popovich **Email:** npopovich@esri.com **Phone:** (713) 401-0658 x5804

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

POPOVICHN **This offer is limited to the terms and conditions incorporated and attached herein.**

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

SMALL ENTERPRISE LICENSE AGREEMENT
COUNTY AND MUNICIPALITY
(E214-2)

This Agreement is by and between the organization identified in the Quotation (**"Licensee"**) and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Licensee's use of Products and incorporates by reference (i) the Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the License Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Licensee is located without reference to conflict of laws principles, and the USA federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Unlimited Quantities

Desktop Software and Extensions
ArcGIS for Desktop Advanced
ArcGIS for Desktop Standard
ArcGIS for Desktop Basic
ArcGIS for Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager for Desktop, ArcGIS Data Reviewer

Server Software and Extensions
ArcGIS for Server Workgroup and Enterprise (Advanced, Standard, and Basic)
ArcGIS for Server Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager for Server, ArcGIS Image Extension for Server

Developer Tools
ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime Standard
ArcGIS Runtime Standard Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Network Analyst

Limited Quantities
One (1) Annual Subscription to Esri Developer Network (EDN) Standard*
One (1) Esri CityEngine Advanced Single Use License
One (1) Esri CityEngine Advanced Concurrent Use License
One (1) ArcGIS Online Subscription

OTHER BENEFITS

One (1) ArcGIS Online subscription with specified named users and credits as determined in the program description	**Level 3**
Number of Esri User Conference registrations provided annually	**3**
Number of Tier 1 Help Desk individuals authorized to call Esri	**3**
Maximum number of sets of backup media, if requested**	**2**
Virtual Campus Annual User License allowance	**7,500**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

*Maintenance is not provided for these items.
**Additional sets of backup media may be purchased for a fee.

Licensee may accept this Agreement by signing and returning the whole Agreement with a sales quotation, purchase order, or other document ("Ordering Document") that matches the Quotation and references this Agreement. **ADDITIONAL OR CONFLICTING TERMS IN LICENSEE'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** Unless otherwise mutually agreed to, this Agreement is effective as of the date of the last signature on the signature page ("Effective Date") or, if no date is provided with the signature, the date of Esri's receipt of Licensee's Ordering Document incorporating this Agreement by reference.

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Licensee)

By: _____
Authorized Signature

Printed Name: Johnny L. DuPree

Title: Mayor

Date: 2-2-16

LICENSEE CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the License Agreement, the following definitions apply to this Agreement:

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Licensee's organization(s).

"Fee" means the fee set forth in the Quotation.

"Incident" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means (i) the applicable license agreement incorporated by this reference that is found at http://www.esri.com/legal/software-license; composed of the General License Terms and Conditions (E204) and Exhibit 1, Scope of Use (E300); and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between the parties that supersedes such electronically acknowledged license agreement.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Licensee during the term of this Agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

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"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Technical Support provided to the Tier 1 Help Desk when an Incident cannot be resolved through Tier 1 Support. Licensee will receive Tier 2 Support from Esri.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Licensee a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the term provided on the first page (i) for the applicable Fee and (ii) in accordance with the License Agreement.

2.2 Consultant Access. Esri grants Licensee the right to permit Licensee's consultants or contractors to use the Products exclusively for Licensee's benefit. Licensee will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Licensee. Access to or use of Products by consultants or contractors not exclusively for Licensee's benefit is prohibited. Licensee may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Licensee.

3.0—Term, Termination, and Expiration

3.1 Term. The term of this Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified on the signature page, unless this Agreement is terminated earlier as provided herein. Licensee is only authorized to use Products during the term of this Agreement. For an Agreement with a limited term, Esri does not grant Licensee an indefinite or perpetual license to Products.

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3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will be given a period of thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Licensee is unable to secure

funding through the legislative or governing body's approval process.

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4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Licensee. Licensee may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Licensee via written notice for incorporation into the Products schedule at no additional charge. Licensee's use of new or updated Products requires Licensee to adhere to applicable additional or revised terms and conditions of the License Agreement.

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1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

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5. When the Incident is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Licensee's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Licensee will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Licensee will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration date of this Agreement, Licensee will provide Esri with a written report detailing all Deployments. Upon request, Licensee will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Licensee will issue an Ordering Document upon execution of this Agreement and annually thereafter in accordance with the Quotation. Payment will be due and payable within thirty (30) calendar days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) calendar days of execution of this Agreement. Esri's federal ID number is 95-2775-732.

b. Upon receipt of the initial Ordering Document from Licensee, Esri will authorize download of the Products to Licensee for Deployment. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. For those entities that avoid sales tax by downloading deliverables, request for delivery or receipt of tangible media may cause the Fee to be subject to taxes. Licensee acknowledges that should such taxes become due, Esri has a right to invoice and Licensee will pay any such sales or use tax associated with its receipt of tangible media.

c. Esri will provide Authorization Codes to activate the nondestructive copy protection program that enables the Products to operate.

8.2 Order Requirements

a. All orders pertaining to this Agreement will be processed through Licensee's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Licensee name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Licensee is a commercial entity, Licensee will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Licensee with or into another corporation or entity; (ii) Licensee's acquisition of another entity; or (iii) a transfer or sale of all or part of Licensee's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Licensee's organization, that portion of Licensee's organization will uninstall, remove, and destroy or transfer the Products to Licensee.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Licensee will require any successor entity to uninstall, remove, and destroy the Products, and this Agreement will terminate upon such Ownership Change.

City of Hattiesburg, MS

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

Master

File Number: 2016-2419

File ID: 2016-2419 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 01/25/2016

Brief Title: 2015-2016 Little League Contract **Final Action:** 02/02/2016

Minute Book Number: MB2016-31

Title:

Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Hattiesburg Little League to operate and promote Little League Baseball for Hattiesburg Residents. This program will operate October 1, 2015 through September 30, 2016. (Nunc Pro Tunc)

Notes:

Sponsors: **Enactment Date:**

Attachments: Little League Contract 2016, Contract Attachements, executed Little League Contract 2016 **Enactment Number:**

Contact: **Meeting Date:** 02/02/2016

Drafter: Ann Jones **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/02/2016	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Hattiesburg Little League to operate and promote Little League Baseball for Hattiesburg Residents. This program will operate October 1, 2015 through September 30, 2016. (Nunc Pro Tunc)

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

ΓEL-No Vote: 0

Text of Legislative File 2016-2419

Title

Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Hattiesburg Little League to operate and promote Little League Baseball for Hattiesburg Residents. This program will operate October 1, 2015 through September 30, 2016. (Nunc Pro Tunc)

Summary

Agreement

Budget Information

002315.6049

Expenditure Type

Regular Budget Item

Purchasing Item

Publication Information

STATE OF MISSISSIPPI

COUNTY OF FORREST

AGREEMENT

WHEREAS, the **Hattiesburg Chapter of the Hattiesburg Little League Association**, hereinafter referred to as "**Association**" and the **City of Hattiesburg, Mississippi**, a municipal corporation, hereinafter referred to as "**City**", has entered into

Discussion with view of Association developing and promoting **Little League and Senior**

League Baseball for Hattiesburg residents, and the parties hereto desire to reduce to

writing their agreement of understanding with a properly executed copy of Agreement

provided to each party. Association and City do hereby agree and obligate themselves as

follows, to-wit:

I.

Association will hereby develop and promote **Little League and Senior League**

Baseball for Hattiesburg area residents for a period of one (1) year beginning on the 1st

day of October 2015, and terminating on the 30th day of September 2016.

Association

shall be responsible for operation of **The Baseball Program** including, but not limited to

organization of Leagues, obtaining Coaches, obtaining officials, collection of fees, setting schedules, limiting rosters and other related duties and responsibilities. The program will operate **March 1, 2016** thru **August 31, 2016.** Concessions, tournaments, clinics, and other money-making events will be covered by a separate agreement. Association shall provide to the City a written practice and game schedule. This schedule shall be inclusive of all scheduled dates and fields to be used. Season schedules shall be provided to the City no later than two (2) weeks prior to the start of the season. Make-up game schedules shall be provided to the City no later than one (1) day prior to the scheduled make-up game. All recreation league regular season ending tournament schedules shall be provided to the City no later than one (1) week prior to the start of the scheduled tournament. All other tournaments, (sub-district, district, state, national, etc.), shall be addressed by a separated contract. It shall be the

responsibility of the Association to confirm potential post-season tournament dates with the City before bidding if use of City facilities or any maintenance for the particular post-season tournament will be required. Program playing field specifications shall be provided to the City no less than four (4) weeks prior to the start of the program.

II.

City shall be responsible for maintaining **The Dahmer Park Baseball Fields** as

described in Attachment I for providing seating and electricity.

The City shall provide **Fourteen Thousand, Two Hundred Eighty Four Dollars ($14,284.00)** to be applied to the payment of officials and equipment (to include **Baseballs, Baseball Bats, Baseball pants, Catchers Equipment and Batting Helmets, and Other Equipment as Necessary**). The appropriate expenditure reports (Attachment III) shall be completed and filed with the City by October 31, 2016. The City does reserve the right to use facilities for other functions. See Attachment IIa for Policy on General Public Use of Facilities.

III.

Association does hereby obligate itself to comply with the policies of the City:

That all recreation programs shall be open to all citizens of the Hattiesburg area regardless of his/her ability to pay any fees charged for participation in said programs; and that the City nondiscrimination policy (Attachment IIb) shall be observed. See Attachment II for all pertinent City policies.

IV.

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

V.

Association does hereby agree that it will hold harmless and indemnify the City

from any and all liability and damages of any kind whatsoever resulting from the operation

of this recreational program. The Liability Policy of the City is attached as Attachment

IIc.

Association does hereby agree to appropriately acknowledge City contribution to

the programming a public manner such as on ad boards, patches, and in all media.

Association does hereby obligate itself to comply with National Standards for Youth

Sports and Coach Review Policy (Attachments IId and IIe, respectively) adopted by the

City Council.

VI.

Association does hereby obligate itself to comply with the Sports Participation

Policy which is attached as Attachment IIf.

VII.

WITNESS the signatures of Contractor and City to duplicate originals of this

Agreement on this, the ____ day of _____, A.D., _____.

Contractor

Hattiesburg Little League Association

BY: _____

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Johnny Dupree, Mayor

ATTEST:

_____
KERMAS EATON, CITY CLERK

(SEAL)

AGREEMENT
ATTACHMENT I

CITY OF HATTIESBURG

MAINTENANCE POLICY

Includes:

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

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

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

Maintenance Agreement for all tournaments will be negotiated.

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

The Administration section of the Recreation Department manages the contracts.

AGREEMENT
ATTACHMENT II

CITY OF HATTIESBURG

CITY POLICIES

a. General Public Use of Facility Policy

b. Nondiscrimination Policy

c. Liability Policy

d. National Standards for Youth Sports Policy

e. Coach Certification Review Policy

f. Sports Participation Policy

AGREEMENT
ATTACHMENT IIa

CITY OF HATTIESBURG

GENERAL PUBLIC USE OF FACILITY POLICY

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

AGREEMENT
ATTACHMENT IIb

CITY OF HATTIESBURG

NONDISCRIMINATION POLICY

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

AGREEMENT
ATTACHMENT IIc

CITY OF HATTIESBURG

LIABILITY POLICY

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

AGREEMENT
ATTACHMENT IId

CITY OF HATTIESBURG

NATIONAL STANDARDS FOR YOUTH SPORTS POLICY

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

STANDARD #1 – PROPER SPORTS ENVIRONMENT
Parents must consider and carefully choose the proper environment for their child, including the appropriate age and development for participation, the type of sport, the rules in the sport, the age range of the participants, and the proper level of physical and emotional stress.

STANDARD #2 – PROGRAMS BASED ON THE WELL-BEING OF CHILDREN
Parents must select youth sports programs that are developed and organized to enhance the emotional, physical, social, and educational well being of children.

STANDARD #3 – DRUG AND ALCOHOL – FREE ENVIRONMENT
Parents must encourage a drug and alcohol-free environment for their children.

STANDARD #4 – PART OF A CHILD'S LIFE
Parents must recognize that youth sports are only a small part of a child's life.

STANDARD # 5 – TRAINING
Parents must insist that coaches are trained and certified.

STANDARD #6 – PARENTS' ACTIVE ROLE
Parents must make a serious effort to take an active role in the youth sports experience of their child providing a positive support as a spectator, coach, and league administrator and/or caring parent.

STANDARD #7 – POSITIVE ROLE MODELS
Parents must be a positive role model exhibiting sportsmanlike behavior at game, practices, and home, while also giving positive reinforcement to their child and support to their child's coaches.

STANDARD #8 – PARENTAL COMMITMENT
Parents must demonstrate their commitment to their child's youth sports experience by annually signing a parental code of ethics.

STANDARD #9 – SAFE-PLAYING SITUATION
Parents must insist on safe-playing facilities, healthful playing situation, and proper first-aid applications, should the need arise.

STANDARD #10 – EQUAL PLAY OPPORTUNITY
Parents, coaches, and league administrators must provide equal sports play opportunity for all youth regardless of race, creed, sex, or economic status of ability.

STANDARD # 11 - DRUG AND ALCOHOL-FREE ADULTS
Parents must be rug and alcohol-free at youth league sporting events.

AGREEMENT
ATTACHMENT IIe

CITY OF HATTIESBURG

COACH REVIEW POLICY

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

AGREEMENT
ATTACHMENT IIf

CITY OF HATTIESBURG

YOUTH SPORTS PARTICIPATION POLICY

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

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

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

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

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

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

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

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

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

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

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

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

(1) The first offense will result in the coach receiving a letter or reprimand from the governing board of the league. The child concerned will play the entire next game.

(2) The second offense by the same coach will result in the coach being suspended from the league for the next week. The child concerned will play the entire next game.

(3) The third offense by the same coach will result in expulsion of the coach from any City program in any and all capacities for a minimum of two (2) calendar years. The child concerned will play the entire next game.

(4) If any coach fails to play any child as required in any league championship game or any play-off game affecting the league championship, then that coach, no matter which offense, will be suspended from the league and unable to participate in any post-season activities. The team that fails to have full participation by all players will forfeit the game.

(5) If any coach fails to play any child as required herein in any all-star or tournament game, then that coach, no matter which offense, will be expelled from coaching in any City program in any and all capacities for a minimum of two (2) calendar years.

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

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

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

AGREEMENT
ATTACHMENT III

CITY OF HATTIESBURG

EXPENDITURE WORKSHEETS

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

AGREEMENT
ATTACHMENT IIIa

CITY OF HATTIESBURG

WORKSHEET INSTRUCTIONS

I. Supplies, Expenses and Related Purchases Worksheet:

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

II. Daily Program Time Sheet:

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

III. Total Hours/Games Recap Sheet:

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

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

STATE OF MISSISSIPPI

COUNTY OF FORREST

AGREEMENT

WHEREAS, the **Hattiesburg Chapter of the Hattiesburg Little League Association,** hereinafter referred to as **"Association"** and the **City of Hattiesburg, Mississippi,** a municipal corporation, hereinafter referred to as **"City"**, has entered into Discussion with view of Association developing and promoting **Little League and Senior League Baseball** for Hattiesburg residents, and the parties hereto desire to reduce to writing their agreement of understanding with a properly executed copy of Agreement provided to each party. Association and City do hereby agree and obligate themselves as follows, to-wit:

I.

Association will hereby develop and promote **Little League and Senior League Baseball** for Hattiesburg area residents for a period of one (1) year beginning on the 1st day of October 2015, and terminating on the 30th day of September 2016. Association shall be responsible for operation of **The Baseball Program** including, but not limited to **organization of Leagues, obtaining Coaches, obtaining officials, collection of fees, setting schedules, limiting rosters** and other related duties and responsibilities. The program will operate **March 1, 2016 thru August 31, 2016.** Concessions, tournaments, clinics, and other money-making events will be covered by a separate agreement. Association shall provide to the City a written practice and game schedule. This schedule shall be inclusive of all scheduled dates and fields to be used. Season schedules shall be provided to the City no later than two (2) weeks prior to the start of the season. Make-up

game schedules shall be provided to the City no later than one (1) day prior to the scheduled make-up game. All recreation league regular season ending tournament schedules shall be provided to the City no later than one (1) week prior to the start of the scheduled tournament. All other tournaments, (sub-district, district, state, national, etc.), shall be addressed by a separated contract. It shall be the responsibility of the Association to confirm potential post-season tournament dates with the City before bidding if use of City facilities or any maintenance for the particular post-season tournament will be required. Program playing field specifications shall be provided to the City no less than four (4) weeks prior to the start of the program.

II.

City shall be responsible for maintaining **The Dahmer Park Baseball Fields** as described in Attachment I for providing seating and electricity.

The City shall provide **Fourteen Thousand, Two Hundred Eighty Four Dollars ($14,284.00)** to be applied to the payment of officials and equipment (to include **Baseballs, Baseball Bats, Baseball pants, Catchers Equipment and Batting Helmets, and Other Equipment as Necessary**). The appropriate expenditure reports (Attachment III) shall be completed and filed with the City by October 31, 2016. The City does reserve the right to use facilities for other functions. See Attachment IIa for Policy on General Public Use of Facilities.

III.

Association does hereby obligate itself to comply with the policies of the City: That all recreation programs shall be open to all citizens of the Hattiesburg area regardless

of his/her ability to pay any fees charged for participation in said programs; and that the City nondiscrimination policy (Attachment IIb) shall be observed. See Attachment II for all pertinent City policies.

IV.

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

V.

Association does hereby agree that it will hold harmless and indemnify the City from any and all liability and damages of any kind whatsoever resulting from the operation of this recreational program. The Liability Policy of the City is attached as Attachment IIc.

Association does hereby agree to appropriately acknowledge City contribution to the programming a public manner such as on ad boards, patches, and in all media. Association does hereby obligate itself to comply with National Standards for Youth Sports and Coach Review Policy (Attachments IId and IIe, respectively) adopted by the City Council.

VI.

Association does hereby obligate itself to comply with the Sports Participation Policy which is attached as Attachment IIf.

VII.

WITNESS the signatures of Contractor and City to duplicate originals of this

Agreement on this, the 2nd day of February, A.D., 2016.

Contractor

Hattiesburg Little League Association

BY: _____

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Johnny Dupree, Mayor

ATTEST:

_____

KERMAS EATON, CITY CLERK

(SEAL)

AGREEMENT
ATTACHMENT I

CITY OF HATTIESBURG

MAINTENANCE POLICY

Includes:

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

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

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

Maintenance Agreement for all tournaments will be negotiated.

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

The Administration section of the Recreation Department manages the contracts.

AGREEMENT
ATTACHMENT II

CITY OF HATTIESBURG

CITY POLICIES

a. General Public Use of Facility Policy

b. Nondiscrimination Policy

c. Liability Policy

d. National Standards for Youth Sports Policy

e. Coach Certification Review Policy

f. Sports Participation Policy

AGREEMENT
ATTACHMENT IIa

CITY OF HATTIESBURG

GENERAL PUBLIC USE OF FACILITY POLICY

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

AGREEMENT
ATTACHMENT IIb

CITY OF HATTIESBURG

NONDISCRIMINATION POLICY

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

AGREEMENT
ATTACHMENT IIc

CITY OF HATTIESBURG

LIABILITY POLICY

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

AGREEMENT
ATTACHMENT IId

CITY OF HATTIESBURG

NATIONAL STANDARDS FOR YOUTH SPORTS POLICY

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

STANDARD #1 – PROPER SPORTS ENVIRONMENT
Parents must consider and carefully choose the proper environment for their child, including the appropriate age and development for participation, the type of sport, the rules in the sport, the age range of the participants, and the proper level of physical and emotional stress.

STANDARD #2 – PROGRAMS BASED ON THE WELL-BEING OF CHILDREN
Parents must select youth sports programs that are developed and organized to enhance the emotional, physical, social, and educational well being of children.

STANDARD #3 – DRUG AND ALCOHOL – FREE ENVIRONMENT
Parents must encourage a drug and alcohol-free environment for their children.

STANDARD #4 – PART OF A CHILD'S LIFE
Parents must recognize that youth sports are only a small part of a child's life.

STANDARD # 5 – TRAINING
Parents must insist that coaches are trained and certified.

STANDARD #6 – PARENTS' ACTIVE ROLE
Parents must make a serious effort to take an active role in the youth sports experience of their child providing a positive support as a spectator, coach, and league administrator and/or caring parent.

STANDARD #7 – POSITIVE ROLE MODELS
Parents must be a positive role model exhibiting sportsmanlike behavior at game, practices, and home, while also giving positive reinforcement to their child and support to their child's coaches.

STANDARD #8 – PARENTAL COMMITMENT
Parents must demonstrate their commitment to their child's youth sports experience by annually signing a parental code of ethics.

STANDARD #9 – SAFE-PLAYING SITUATION
Parents must insist on safe-playing facilities, healthful playing situation, and proper first-aid applications, should the need arise.

STANDARD #10 – EQUAL PLAY OPPORTUNITY
Parents, coaches, and league administrators must provide equal sports play opportunity for all youth regardless of race, creed, sex, or economic status of ability.

STANDARD # 11 - DRUG AND ALCOHOL-FREE ADULTS
Parents must be rug and alcohol-free at youth league sporting events.

AGREEMENT
ATTACHMENT IIe

CITY OF HATTIESBURG

COACH REVIEW POLICY

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

AGREEMENT
ATTACHMENT IIf

CITY OF HATTIESBURG

YOUTH SPORTS PARTICIPATION POLICY

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

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

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

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

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

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

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

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

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

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

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

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

(1) The first offense will result in the coach receiving a letter or reprimand from the governing board of the league. The child concerned will play the entire next game.

(2) The second offense by the same coach will result in the coach being suspended from the league for the next week. The child concerned will play the entire next game.

(3) The third offense by the same coach will result in expulsion of the coach from any City program in any and all capacities for a minimum of two (2) calendar years. The child concerned will play the entire next game.

(4) If any coach fails to play any child as required in any league championship game or any play-off game affecting the league championship, then that coach, no matter which offense, will be suspended from the league and unable to participate in any post-season activities. The team that fails to have full participation by all players will forfeit the game.

(5) If any coach fails to play any child as required herein in any all-star or tournament game, then that coach, no matter which offense, will be expelled from coaching in any City program in any and all capacities for a minimum of two (2) calendar years.

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

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

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

AGREEMENT
ATTACHMENT III

CITY OF HATTIESBURG

EXPENDITURE WORKSHEETS

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

AGREEMENT
ATTACHMENT IIIa

CITY OF HATTIESBURG

WORKSHEET INSTRUCTIONS

I. Supplies, Expenses and Related Purchases Worksheet:

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

II. Daily Program Time Sheet:

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

III. Total Hours/Games Recap Sheet:

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

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

City of Hattiesburg, MS

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

Master

File Number: 2016-2431

File ID: 2016-2431 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 01/26/2016

Brief Title: W.H. Jones Head Start Emergency Evacuation Shelter Agreement **Final Action:** 02/02/2016

Minute Book Number: MB2016-31

Title:

Authorize Mayor to execute evacuation agreement between City of Hattiesburg Parks and Recreation Department and Pearl River Valley Opportunity, Inc. Head Start/Early Head Start to utilize C.E. Roy Community Center as an emergency evacuation shelter for children and staff from W.H. Jones Head Start/Early Head Start Center.

Notes:

Sponsors: **Enactment Date:**

Attachments: W.H. Jones Head Start Evacuation Agreement, executed W.H. Jones Head Start Evacuation Agreement **Enactment Number:**

Contact: **Meeting Date:** 02/02/2016

Drafter: Ann Jones **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/02/2016	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Authorize Mayor to execute evacuation agreement between City of Hattiesburg Parks and Recreation Department and Pearl River Valley Opportunity, Inc. Head Start/Early Head Start to utilize C.E. Roy Community Center as an emergency evacuation shelter for children and staff from W.H. Jones Head Start/Early Head Start Center.

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

ΓEL-No Vote: 0

Text of Legislative File 2016-2431

Title

Authorize Mayor to execute evacuation agreement between City of Hattiesburg Parks and Recreation Department and Pearl River Valley Opportunity, Inc. Head Start/Early Head Start to utilize C.E. Roy Community Center as an emergency evacuation shelter for children and staff from W.H. Jones Head Start/Early Head Start Center.

Summary

Agreement

Budget Information

Expenditure Type

Purchasing Item

Publication Information

community Action PARTNERSHIP
Helping People. Changing Lives.

Pearl River Valley Opportunity, Inc. *Helmon Johnson*
Executive Director
Post Office Box 188/756 Hwy 98 Bypass
Columbia, Mississippi 39429-0188
Voice: 601-736-9564 Fax: 601-736-6268
Website: www.prvoinc.org
John E. Hales
Head Start Director

LETTER OF EVACUATION AGREEMENT

This Letter does hereby give permission for Pearl River Valley Opportunity, Inc. Head Start/Early Head Start to utilize our facility,

C. E. Roy Community Center as
Name of Facility

an emergency shelter for children and staff from W. H. Jones HS/EHS
Name of HS/EHS Center

If we can be of further services to you, please let us know.

_____ _____
Signature Date

_____ _____
Signature Date

Witness _____
Center Administrator

nmsp 012016

PRVO, Inc. does not discriminate on the grounds of race, religion, color, sex, familial status, age, national origin or handicap in any program or employment.

Pearl River Valley Opportunity, Inc. *Helmon Johnson*
Executive Director
Post Office Box 188/756 Hwy 98 Bypass
Columbia, Mississippi 39429-0188
Voice: 601-736-9564 Fax: 601-736-6268
Website: www.prvoinc.org
John E. Hales
Head Start Director

LETTER OF EVACUATION AGREEMENT

This Letter does hereby give permission for Pearl River Valley Opportunity, Inc. Head Start/Early Head Start to utilize our facility,

C. E. Roy Community Center as
Name of Facility

an emergency shelter for children and staff from W. H. Jones HS/EHS
Name of HS/EHS Center

If we can be of further services to you, please let us know.

Signature 2-2-16
Date

Signature 2-2-16
Date

Witness _____
Center Administrator

nmsp 012016

PRVO, Inc. does not discriminate on the grounds of race, religion, color, sex, familial status, age, national origin or handicap in any program or employment.

City of Hattiesburg, MS

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

Master

File Number: 2016-2417

File ID: 2016-2417 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 01/25/2016

Brief Title: 2015-2016 Dixie Boys Baseball Contract **Final Action:** 02/02/2016

Minute Book Number: MB2016-32

Title:

Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Noon Day Optimist Club to operate and promote Dixie Boys Baseball for Hattiesburg residents. This program will operate October 1, 2015 through September 30, 2016. (Nunc Pro Tunc)

Notes:

Sponsors: **Enactment Date:**

Attachments: Dixie Boys 2016 Contract, Contract Attachements, executed Dixie Boys 2016 Contract **Enactment Number:**

Contact: **Meeting Date:** 02/02/2016

Drafter: Ann Jones **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/02/2016	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Noon Day Optimist Club to operate and promote Dixie Boys Baseball for Hattiesburg residents. This program will operate October 1, 2015 through September 30, 2016. (Nunc Pro Tunc)

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

ΓEL-No Vote: 0

Text of Legislative File 2016-2417

Title

Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Noon Day Optimist Club to operate and promote Dixie Boys Baseball for Hattiesburg residents. This program will operate October 1, 2015 through September 30, 2016. (Nunc Pro Tunc)

Summary

Agreement

Budget Information

002315.6049

Expenditure Type

Regular Budget Item

Purchasing Item

Publication Information

STATE OF MISSISSIPPI

COUNTY OF FORREST

AGREEMENT

WHEREAS, the **Noon Day Optimist Club**, hereinafter referred to as "**Association**" and the **City of Hattiesburg, Mississippi**, a municipal corporation, hereinafter referred to as "**City**", has entered into discussion with view of Association developing and promoting **Dixie Boys Baseball** for Hattiesburg residents, and the parties hereto desire to reduce to writing their agreement of understanding with a properly executed copy of Agreement provided to each party. Association and City do hereby agree and obligate themselves as follows, to-wit:

I.

Association will hereby develop and promote **Dixie Boys Baseball** for Hattiesburg area residents for a period of one (1) year beginning on the 1st day of October 2015, and termination on the 30th day of September 2016. Association shall be responsible for operation of the baseball program including, but not limited to **organization of league, obtaining coaches, obtaining officials, collection of fees, setting schedules, limiting rosters** and other related duties and

responsibilities. The program will operate **March 1, 2016** thru **September 30, 2016**. Concessions, tournaments, clinics, and other moneymaking events will be covered by a separate agreement. Association shall provide to the City a written practice and game schedule. This schedule shall be inclusive of all scheduled dates and fields to be used. Season schedules shall be provided to the City no later than two (2) weeks prior to the start of the season. Make-up game schedules shall be provided to the City no later than one (1) day prior to the scheduled make-up game. All recreation league regular season ending tournament schedules shall be provided to the City no later than one (1) week prior to the start of the scheduled tournament. All other tournaments, (sub-district, district, state, national, etc), shall be addressed by a separate contract. It shall be the responsibility of the Association to confirm potential post-season tournament dates with the City before bidding if use of City facilities or any maintenance for the particular post-season tournament will be required. Program playing field specifications shall be provided to the City no less than four (4) weeks prior to the start of the program.

II.

City shall be responsible for maintaining **Jack Cameron Baseball Field at Kamper Park** as described in Attachment I for providing seating and electricity.

The City shall provide **Twelve Thousand Two Hundred Dollars ($12,200.00)** to be applied to the payment of officials and equipment (to include **baseballs, baseball bats, baseball pants, catchers equipment, batting helmets and other necessary equipment**). The appropriate expenditure reports (Attachment III) shall be completed and filed with the City by October 31, 2016. The City does reserve the right to use facilities for other functions. See Attachment IIa for Policy on General Public Use of Facilities.

III.

Association does hereby obligate itself to comply with the policies of the City: That all recreation programs shall be open to all citizens of the Hattiesburg area regardless of his/her ability to pay any fees charged for participation in said programs; and that the City nondiscrimination policy (Attachment IIb) shall be observed. See Attachment II for all pertinent City policies.

IV.

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

V.

Association does hereby agree that it will hold harmless and indemnify the City from any and all liability and damages of any kind whatsoever resulting from the operation of this recreational program. The Liability Policy of the City is attached as Attachment IIc.

Association does hereby agree to appropriately acknowledge City contribution to the programming a public manner such as on ad boards, patches, and in all media.

Association does hereby obligate itself to comply with National Standards for Youth Sports and Coach Review Policy (Attachments IId and IIe, respectively) adopted by the City Council.

VI.

Association does hereby obligate itself to comply with the Sports Participation Policy, which is attached as Attachment IIf.

VII.

WITNESS the signatures of Contractor and City to duplicate originals of this Agreement on this, the ____ day of _____, A.D., _____.

Contractor

Noon Day Optimist Club

BY: _____

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Mayor

ATTEST:

_____
KERMAS EATON, CITY CLERK

(S E A L)

AGREEMENT
ATTACHMENT I

CITY OF HATTIESBURG

MAINTENANCE POLICY

Includes:

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

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

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

Maintenance Agreement for all tournaments will be negotiated.

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

The Administration section of the Recreation Department manages the contracts.

AGREEMENT
ATTACHMENT II

CITY OF HATTIESBURG

CITY POLICIES

a. General Public Use of Facility Policy

b. Nondiscrimination Policy

c. Liability Policy

d. National Standards for Youth Sports Policy

e. Coach Certification Review Policy

f. Sports Participation Policy

AGREEMENT
ATTACHMENT IIa

CITY OF HATTIESBURG

GENERAL PUBLIC USE OF FACILITY POLICY

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

AGREEMENT
ATTACHMENT IIb

CITY OF HATTIESBURG

NONDISCRIMINATION POLICY

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

AGREEMENT
ATTACHMENT IIc

CITY OF HATTIESBURG

LIABILITY POLICY

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

AGREEMENT
ATTACHMENT IId

CITY OF HATTIESBURG

NATIONAL STANDARDS FOR YOUTH SPORTS POLICY

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

STANDARD #1 – PROPER SPORTS ENVIRONMENT
Parents must consider and carefully choose the proper environment for their child, including the appropriate age and development for participation, the type of sport, the rules in the sport, the age range of the participants, and the proper level of physical and emotional stress.

STANDARD #2 – PROGRAMS BASED ON THE WELL-BEING OF CHILDREN
Parents must select youth sports programs that are developed and organized to enhance the emotional, physical, social, and educational well being of children.

STANDARD #3 – DRUG AND ALCOHOL – FREE ENVIRONMENT
Parents must encourage a drug and alcohol-free environment for their children.

STANDARD #4 – PART OF A CHILD'S LIFE
Parents must recognize that youth sports are only a small part of a child's life.

STANDARD # 5 – TRAINING
Parents must insist that coaches are trained and certified.

STANDARD #6 – PARENTS' ACTIVE ROLE
Parents must make a serious effort to take an active role in the youth sports experience of their child providing a positive support as a spectator, coach, and league administrator and/or caring parent.

STANDARD #7 – POSITIVE ROLE MODELS
Parents must be a positive role model exhibiting sportsmanlike behavior at game, practices, and home, while also giving positive reinforcement to their child and support to their child's coaches.

STANDARD #8 – PARENTAL COMMITMENT
Parents must demonstrate their commitment to their child's youth sports experience by annually signing a parental code of ethics.

STANDARD #9 – SAFE-PLAYING SITUATION
Parents must insist on safe-playing facilities, healthful playing situation, and proper first-aid applications, should the need arise.

STANDARD #10 – EQUAL PLAY OPPORTUNITY
Parents, coaches, and league administrators must provide equal sports play opportunity for all youth regardless of race, creed, sex, or economic status of ability.

STANDARD # 11 - DRUG AND ALCOHOL-FREE ADULTS
Parents must be rug and alcohol-free at youth league sporting events.

AGREEMENT
ATTACHMENT IIe

CITY OF HATTIESBURG

COACH REVIEW POLICY

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

AGREEMENT
ATTACHMENT IIf

CITY OF HATTIESBURG

YOUTH SPORTS PARTICIPATION POLICY

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

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

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

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

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

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

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

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

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

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

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

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

(1) The first offense will result in the coach receiving a letter or reprimand from the governing board of the league. The child concerned will play the entire next game.

(2) The second offense by the same coach will result in the coach being suspended from the league for the next week. The child concerned will play the entire next game.

(3) The third offense by the same coach will result in expulsion of the coach from any City program in any and all capacities for a minimum of two (2) calendar years. The child concerned will play the entire next game.

(4) If any coach fails to play any child as required in any league championship game or any play-off game affecting the league championship, then that coach, no matter which offense, will be suspended from the league and unable to participate in any post-season activities. The team that fails to have full participation by all players will forfeit the game.

(5) If any coach fails to play any child as required herein in any all-star or tournament game, then that coach, no matter which offense, will be expelled from coaching in any City program in any and all capacities for a minimum of two (2) calendar years.

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

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

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

AGREEMENT
ATTACHMENT III

CITY OF HATTIESBURG

EXPENDITURE WORKSHEETS

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

AGREEMENT
ATTACHMENT IIIa

CITY OF HATTIESBURG

WORKSHEET INSTRUCTIONS

I. Supplies, Expenses and Related Purchases Worksheet:

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

II. Daily Program Time Sheet:

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

III. Total Hours/Games Recap Sheet:

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

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

STATE OF MISSISSIPPI

COUNTY OF FORREST

AGREEMENT

WHEREAS, the **Noon Day Optimist Club**, hereinafter referred to as "**Association**" and the **City of Hattiesburg, Mississippi**, a municipal corporation, hereinafter referred to as "**City**", has entered into discussion with view of Association developing and promoting **Dixie Boys Baseball** for Hattiesburg residents, and the parties hereto desire to reduce to writing their agreement of understanding with a properly executed copy of Agreement provided to each party. Association and City do hereby agree and obligate themselves as follows, to-wit:

I.

Association will hereby develop and promote **Dixie Boys Baseball** for Hattiesburg area residents for a period of one (1) year beginning on the 1st day of October 2015, and termination on the 30th day of September 2016. Association shall be responsible for operation of the baseball program including, but not limited to **organization of league, obtaining coaches, obtaining officials, collection of fees, setting schedules, limiting rosters** and other related duties and responsibilities. The program will operate **March 1, 2016** thru **September 30, 2016**. Concessions, tournaments, clinics, and other moneymaking events will be covered by a separate agreement. Association shall provide to the City a written practice and game schedule. This schedule shall be inclusive of all scheduled dates and fields to be used. Season schedules shall be provided to the City no later than two (2) weeks prior to the start of the season. Make-up game schedules shall be provided to the

City no later than one (1) day prior to the scheduled make-up game. All recreation league regular season ending tournament schedules shall be provided to the City no later than one (1) week prior to the start of the scheduled tournament. All other tournaments, (sub-district, district, state, national, etc), shall be addressed by a separate contract. It shall be the responsibility of the Association to confirm potential post-season tournament dates with the City before bidding if use of City facilities or any maintenance for the particular post-season tournament will be required. Program playing field specifications shall be provided to the City no less than four (4) weeks prior to the start of the program.

II.

City shall be responsible for maintaining **Jack Cameron Baseball Field at Kamper Park** as described in Attachment I for providing seating and electricity.

The City shall provide **Twelve Thousand Two Hundred Dollars ($12,200.00)** to be applied to the payment of officials and equipment (to include **baseballs, baseball bats, baseball pants, catchers equipment, batting helmets and other necessary equipment).** The appropriate expenditure reports (Attachment III) shall be completed and filed with the City by October 31, 2016. The City does reserve the right to use facilities for other functions. See Attachment IIa for Policy on General Public Use of Facilities.

III.

Association does hereby obligate itself to comply with the policies of the City: That all recreation programs shall be open to all citizens of the Hattiesburg area regardless of his/her ability to pay any fees charged for participation in said programs; and that the City nondiscrimination policy (Attachment IIb) shall be observed. See Attachment II for all pertinent City policies.

IV.

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

V.

Association does hereby agree that it will hold harmless and indemnify the City from any and all liability and damages of any kind whatsoever resulting from the operation of this recreational program. The Liability Policy of the City is attached as Attachment IIc.

Association does hereby agree to appropriately acknowledge City contribution to the programming a public manner such as on ad boards, patches, and in all media. Association does hereby obligate itself to comply with National Standards for Youth Sports and Coach Review Policy (Attachments IId and IIe, respectively) adopted by the City Council.

VI.

Association does hereby obligate itself to comply with the Sports Participation Policy, which is attached as Attachment IIf.

VII.

WITNESS the signatures of Contractor and City to duplicate originals of this Agreement on this, the 2nd day of February, A.D., 2016

Contractor

Noon Day Optimist Club

BY: _____

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Mayor

ATTEST:

_____

KERMAS EATON, CITY CLERK

(S E A L)

AGREEMENT
ATTACHMENT I

CITY OF HATTIESBURG

MAINTENANCE POLICY

Includes:

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

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

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

Maintenance Agreement for all tournaments will be negotiated.

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

The Administration section of the Recreation Department manages the contracts.

AGREEMENT
ATTACHMENT II

CITY OF HATTIESBURG

CITY POLICIES

a. General Public Use of Facility Policy

b. Nondiscrimination Policy

c. Liability Policy

d. National Standards for Youth Sports Policy

e. Coach Certification Review Policy

f. Sports Participation Policy

AGREEMENT
ATTACHMENT IIa

CITY OF HATTIESBURG

GENERAL PUBLIC USE OF FACILITY POLICY

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

AGREEMENT
ATTACHMENT IIb

CITY OF HATTIESBURG

NONDISCRIMINATION POLICY

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

AGREEMENT
ATTACHMENT IIc

CITY OF HATTIESBURG

LIABILITY POLICY

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

AGREEMENT
ATTACHMENT IId

CITY OF HATTIESBURG

NATIONAL STANDARDS FOR YOUTH SPORTS POLICY

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

STANDARD #1 – PROPER SPORTS ENVIRONMENT
Parents must consider and carefully choose the proper environment for their child, including the appropriate age and development for participation, the type of sport, the rules in the sport, the age range of the participants, and the proper level of physical and emotional stress.

STANDARD #2 – PROGRAMS BASED ON THE WELL-BEING OF CHILDREN
Parents must select youth sports programs that are developed and organized to enhance the emotional, physical, social, and educational well being of children.

STANDARD #3 – DRUG AND ALCOHOL – FREE ENVIRONMENT
Parents must encourage a drug and alcohol-free environment for their children.

STANDARD #4 – PART OF A CHILD'S LIFE
Parents must recognize that youth sports are only a small part of a child's life.

STANDARD # 5 – TRAINING
Parents must insist that coaches are trained and certified.

STANDARD #6 – PARENTS' ACTIVE ROLE
Parents must make a serious effort to take an active role in the youth sports experience of their child providing a positive support as a spectator, coach, and league administrator and/or caring parent.

STANDARD #7 – POSITIVE ROLE MODELS
Parents must be a positive role model exhibiting sportsmanlike behavior at game, practices, and home, while also giving positive reinforcement to their child and support to their child's coaches.

STANDARD #8 – PARENTAL COMMITMENT
Parents must demonstrate their commitment to their child's youth sports experience by annually signing a parental code of ethics.

STANDARD #9 – SAFE-PLAYING SITUATION
Parents must insist on safe-playing facilities, healthful playing situation, and proper first-aid applications, should the need arise.

STANDARD #10 – EQUAL PLAY OPPORTUNITY
Parents, coaches, and league administrators must provide equal sports play opportunity for all youth regardless of race, creed, sex, or economic status of ability.

STANDARD # 11 - DRUG AND ALCOHOL-FREE ADULTS
Parents must be rug and alcohol-free at youth league sporting events.

AGREEMENT
ATTACHMENT IIe

CITY OF HATTIESBURG

COACH REVIEW POLICY

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

AGREEMENT
ATTACHMENT IIf

CITY OF HATTIESBURG

YOUTH SPORTS PARTICIPATION POLICY

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

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

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

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

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

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

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

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

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

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

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

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

(1) The first offense will result in the coach receiving a letter or reprimand from the governing board of the league. The child concerned will play the entire next game.

(2) The second offense by the same coach will result in the coach being suspended from the league for the next week. The child concerned will play the entire next game.

(3) The third offense by the same coach will result in expulsion of the coach from any City program in any and all capacities for a minimum of two (2) calendar years. The child concerned will play the entire next game.

(4) If any coach fails to play any child as required in any league championship game or any play-off game affecting the league championship, then that coach, no matter which offense, will be suspended from the league and unable to participate in any post-season activities. The team that fails to have full participation by all players will forfeit the game.

(5) If any coach fails to play any child as required herein in any all-star or tournament game, then that coach, no matter which offense, will be expelled from coaching in any City program in any and all capacities for a minimum of two (2) calendar years.

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

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

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

AGREEMENT
ATTACHMENT III

CITY OF HATTIESBURG

EXPENDITURE WORKSHEETS

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

AGREEMENT
ATTACHMENT IIIa

CITY OF HATTIESBURG

WORKSHEET INSTRUCTIONS

I. Supplies, Expenses and Related Purchases Worksheet:

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

II. Daily Program Time Sheet:

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

III. Total Hours/Games Recap Sheet:

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

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

City of Hattiesburg, MS

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

Master

File Number: 2016-2414

File ID: 2016-2414 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 01/25/2016

Brief Title: 2015-2016 Dixie Youth Baseball Contract **Final Action:** 02/02/2016

Minute Book Number: MB2016-32

Title:

Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Hattiesburg Exchange Club/Dixie Youth Inc. to operate and promote Dixie Youth Baseball for Hattiesburg Residents. This program will operate October 1, 2015 through September 30, 2016. (Nunc Pro Tunc)

Notes:

Sponsors: **Enactment Date:**

Attachments: Dixie Youth 2016 Contract, Contract Attachements, executed Dixie Youth 2016 Contract **Enactment Number:**

Contact: **Meeting Date:** 02/02/2016

Drafter: Ann Jones **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/02/2016	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Hattiesburg Exchange Club/Dixie Youth Inc. to operate and promote Dixie Youth Baseball for Hattiesburg Residents. This program will operate October 1, 2015 through September 30, 2016. (Nunc Pro Tunc)

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

ΓEL-No Vote: 0

Text of Legislative File 2016-2414

Title

Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Hattiesburg Exchange Club/Dixie Youth Inc. to operate and promote Dixie Youth Baseball for Hattiesburg Residents. This program will operate October 1, 2015 through September 30, 2016. (Nunc Pro Tunc)

Summary

Agreement

Budget Information

002300.6999

Expenditure Type

Regular Budge Item

Purchasing Item

Publication Information

STATE OF MISSISSIPPI

COUNTY OF FORREST

AGREEMENT

WHEREAS, the **Hattiesburg Exchange Club and Dixie Youth Inc.**, hereinafter hereinafter referred to as "**City**", has entered into discussion with view of Association and Dixie Youth Inc. developing and promoting **Dixie Youth Baseball** for Hattiesburg residents, and the parties hereto desire to reduce to writing their agreement of understanding with a properly executed copy of Agreement provided to each party. Association and Dixie Youth Inc. and City do hereby agree and obligate themselves as follows, to-wit:

I.

Association and Dixie Youth Inc. will hereby develop and promote **Dixie Youth Baseball** for Hattiesburg area residents for a period of one (1) year beginning on the 1st day of October 2015, and terminating on the 30th day of September 2016. Association and Dixie Youth Inc. shall be responsible for operation of the baseball program including, but not limited to **organization of league, obtaining coaches, obtaining officials, collection of fees, setting schedules, limiting rosters and other related duties and responsibilities.** The program will operate **March 1, 2016** thru **August 31, 2016.** Concessions, tournaments, clinics and other money-making events will be covered by a separate agreement. Association and Dixie Youth Inc. shall provide to the City a written practice and game schedule. This schedule shall be inclusive of all scheduled dates and fields to be used. Season schedules shall be provided to the City no later than two (2) weeks prior to the start of the season. Make-up game schedules shall be provided to the City no later than one (1) day prior to the scheduled make-up game. All recreation league regular ending tournament schedules shall be provided to the City no later than one (1) week prior to the start of the scheduled tournament. All other tournaments, (sub-district, district, state, national, etc) shall be addressed by a separate contract. It shall be the

responsibility of the Association and Dixie Youth Inc. to confirm potential post-season tournament dates with the City before bidding if use of City facilities or any maintenance for the particular post-season tournament will be required. Program playing field specifications shall be provided to the City no less than (4) weeks prior to the start of the program.

II.

City shall be responsible for maintaining the **Larry Doleac Youth Baseball Complex** as described in Attachment I for providing seating and electricity.

Funding provided in the amount of **Thirty Thousand Dollars ($30,000.00).** The City of Hattiesburg shall provide **Fifteen-Thousand Dollars ($15,000.00)** for the payment of officials and equipment and maintenance expenditures. Forrest County shall provide **Fifteen- Thousand Dollars ($15,000.00)** for support of the Dixie Youth Baseball Program and Facility at Tatum Park. The City does reserve the right to use facilities for other functions. See Attachment IIa for Policy on General Use of Facilities.

III.

Association and Dixie Youth Inc. does hereby obligate itself to comply with the policies of the City: That all recreation programs shall be open to all citizens of the Hattiesburg area regardless of his/her ability to pay any fees charged for participation in said programs; and that the City nondiscrimination policy (Attachment IIb) shall be observed. See Attachment II for all pertinent City policies.

IV.

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

V.

Association and Dixie Youth Inc. does hereby agree that it will hold harmless and indemnify the City from any and all liability and damages of any kind whatsoever resulting from the operation of this recreational program. The Liability Policy of the City is attached as Attachment IIc.

Association and Dixie Youth Inc. does hereby agree to appropriately acknowledge City contribution to the program in a public manner such as on ad boards, patches, and in all media.

Association and Dixie Youth Inc. does hereby obligate itself to comply with National Standards for Youth Sports and Coach Review Policy (Attachment IId and IIe, respectively) adopted by the City Council.

VI.

Association and Dixie Youth Inc. does hereby obligate itself to comply with the Sports Participation Policy that is attached as Attachment IIF.

VII.

WITNESS the signatures of Contractor and City to duplicate originals of this Agreement on this, the _____ day of _____, A.D., _____.

Contractor

Hattiesburg Exchange Club and Dixie Youth

BY: _____

President

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Mayor

ATTEST:

_____

KERMAS EATON, CITY CLERK

(S E A L)

AGREEMENT
ATTACHMENT I

CITY OF HATTIESBURG

MAINTENANCE POLICY

Includes:

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

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

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

Maintenance Agreement for all tournaments will be negotiated.

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

The Administration section of the Recreation Department manages the contracts.

AGREEMENT
ATTACHMENT II

CITY OF HATTIESBURG

CITY POLICIES

a. General Public Use of Facility Policy

b. Nondiscrimination Policy

c. Liability Policy

d. National Standards for Youth Sports Policy

e. Coach Certification Review Policy

f. Sports Participation Policy

AGREEMENT
ATTACHMENT IIa

CITY OF HATTIESBURG

GENERAL PUBLIC USE OF FACILITY POLICY

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

AGREEMENT
ATTACHMENT IIb

CITY OF HATTIESBURG

NONDISCRIMINATION POLICY

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

AGREEMENT
ATTACHMENT IIc

CITY OF HATTIESBURG

LIABILITY POLICY

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

AGREEMENT
ATTACHMENT IId

CITY OF HATTIESBURG

NATIONAL STANDARDS FOR YOUTH SPORTS POLICY

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

STANDARD #1 – PROPER SPORTS ENVIRONMENT
Parents must consider and carefully choose the proper environment for their child, including the appropriate age and development for participation, the type of sport, the rules in the sport, the age range of the participants, and the proper level of physical and emotional stress.

STANDARD #2 – PROGRAMS BASED ON THE WELL-BEING OF CHILDREN
Parents must select youth sports programs that are developed and organized to enhance the emotional, physical, social, and educational well being of children.

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STANDARD #4 – PART OF A CHILD'S LIFE
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STANDARD # 5 – TRAINING
Parents must insist that coaches are trained and certified.

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

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AGREEMENT
ATTACHMENT IIe

CITY OF HATTIESBURG

COACH REVIEW POLICY

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

AGREEMENT
ATTACHMENT IIf

CITY OF HATTIESBURG

YOUTH SPORTS PARTICIPATION POLICY

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

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

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

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

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

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

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

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

AGREEMENT
ATTACHMENT III

CITY OF HATTIESBURG

EXPENDITURE WORKSHEETS

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

AGREEMENT
ATTACHMENT IIIa

CITY OF HATTIESBURG

WORKSHEET INSTRUCTIONS

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

STATE OF MISSISSIPPI

COUNTY OF FORREST

AGREEMENT

WHEREAS, the **Hattiesburg Exchange Club and Dixie Youth Inc.**, hereinafter hereinafter referred to as "**City**", has entered into discussion with view of Association and Dixie Youth Inc. developing and promoting **Dixie Youth Baseball** for Hattiesburg residents, and the parties hereto desire to reduce to writing their agreement of understanding with a properly executed copy of Agreement provided to each party. Association and Dixie Youth Inc. and City do hereby agree and obligate themselves as follows, to-wit:

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responsibility of the Association and Dixie Youth Inc. to confirm potential post-season tournament dates with the City before bidding if use of City facilities or any maintenance for the particular post-season tournament will be required. Program playing field specifications shall be provided to the City no less than (4) weeks prior to the start of the program.

II.

City shall be responsible for maintaining the **Larry Doleac Youth Baseball Complex** as described in Attachment I for providing seating and electricity.

Funding provided in the amount of **Thirty Thousand Dollars ($30,000.00).** The City of Hattiesburg shall provide **Fifteen-Thousand Dollars ($15,000.00)** for the payment of officials and equipment and maintenance expenditures. Forrest County shall provide **Fifteen- Thousand Dollars ($15,000.00)** for support of the Dixie Youth Baseball Program and Facility at Tatum Park. The City does reserve the right to use facilities for other functions. See Attachment IIa for Policy on General Use of Facilities.

III.

Association and Dixie Youth Inc. does hereby obligate itself to comply with the policies of the City: That all recreation programs shall be open to all citizens of the Hattiesburg area regardless of his/her ability to pay any fees charged for participation in said programs; and that the City nondiscrimination policy (Attachment IIb) shall be observed. See Attachment II for all pertinent City policies.

IV.

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

V.

Association and Dixie Youth Inc. does hereby agree that it will hold harmless and indemnify the City from any and all liability and damages of any kind whatsoever resulting from the operation of this recreational program. The Liability Policy of the City is attached as Attachment IIc.

Association and Dixie Youth Inc. does hereby agree to appropriately acknowledge City contribution to the program in a public manner such as on ad boards, patches, and in all media.

Association and Dixie Youth Inc. does hereby obligate itself to comply with National Standards for Youth Sports and Coach Review Policy (Attachment IId and IIe, respectively) adopted by the City Council.

VI.

Association and Dixie Youth Inc. does hereby obligate itself to comply with the Sports Participation Policy that is attached as Attachment IIF.

VII.

WITNESS the signatures of Contractor and City to duplicate originals of this Agreement on this, the 2nd day of February, A.D., 2016.

Contractor

Hattiesburg Exchange Club and Dixie Youth

BY: _____

President

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Mayor

ATTEST:

_____

KERMAS EATON, CITY CLERK

(S E A L)

AGREEMENT
ATTACHMENT I

CITY OF HATTIESBURG

MAINTENANCE POLICY

Includes:

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

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

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

Maintenance Agreement for all tournaments will be negotiated.

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

The Administration section of the Recreation Department manages the contracts.

AGREEMENT
ATTACHMENT II

CITY OF HATTIESBURG

CITY POLICIES

a. General Public Use of Facility Policy

b. Nondiscrimination Policy

c. Liability Policy

d. National Standards for Youth Sports Policy

e. Coach Certification Review Policy

f. Sports Participation Policy

AGREEMENT
ATTACHMENT IIa

CITY OF HATTIESBURG

GENERAL PUBLIC USE OF FACILITY POLICY

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

AGREEMENT
ATTACHMENT IIb

CITY OF HATTIESBURG

NONDISCRIMINATION POLICY

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

AGREEMENT
ATTACHMENT IIc

CITY OF HATTIESBURG

LIABILITY POLICY

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

AGREEMENT
ATTACHMENT IId

CITY OF HATTIESBURG

NATIONAL STANDARDS FOR YOUTH SPORTS POLICY

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

STANDARD #1 – PROPER SPORTS ENVIRONMENT
Parents must consider and carefully choose the proper environment for their child, including the appropriate age and development for participation, the type of sport, the rules in the sport, the age range of the participants, and the proper level of physical and emotional stress.

STANDARD #2 – PROGRAMS BASED ON THE WELL-BEING OF CHILDREN
Parents must select youth sports programs that are developed and organized to enhance the emotional, physical, social, and educational well being of children.

STANDARD #3 – DRUG AND ALCOHOL – FREE ENVIRONMENT
Parents must encourage a drug and alcohol-free environment for their children.

STANDARD #4 – PART OF A CHILD'S LIFE
Parents must recognize that youth sports are only a small part of a child's life.

STANDARD # 5 – TRAINING
Parents must insist that coaches are trained and certified.

STANDARD #6 – PARENTS' ACTIVE ROLE
Parents must make a serious effort to take an active role in the youth sports experience of their child providing a positive support as a spectator, coach, and league administrator and/or caring parent.

STANDARD #7 – POSITIVE ROLE MODELS
Parents must be a positive role model exhibiting sportsmanlike behavior at game, practices, and home, while also giving positive reinforcement to their child and support to their child's coaches.

STANDARD #8 – PARENTAL COMMITMENT
Parents must demonstrate their commitment to their child's youth sports experience by annually signing a parental code of ethics.

STANDARD #9 – SAFE-PLAYING SITUATION
Parents must insist on safe-playing facilities, healthful playing situation, and proper first-aid applications, should the need arise.

STANDARD #10 – EQUAL PLAY OPPORTUNITY
Parents, coaches, and league administrators must provide equal sports play opportunity for all youth regardless of race, creed, sex, or economic status of ability.

STANDARD # 11 - DRUG AND ALCOHOL-FREE ADULTS
Parents must be rug and alcohol-free at youth league sporting events.

AGREEMENT
ATTACHMENT IIe

CITY OF HATTIESBURG

COACH REVIEW POLICY

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

AGREEMENT
ATTACHMENT IIf

CITY OF HATTIESBURG

YOUTH SPORTS PARTICIPATION POLICY

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

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

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

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

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

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

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

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

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

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

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

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

(1) The first offense will result in the coach receiving a letter or reprimand from the governing board of the league. The child concerned will play the entire next game.

(2) The second offense by the same coach will result in the coach being suspended from the league for the next week. The child concerned will play the entire next game.

(3) The third offense by the same coach will result in expulsion of the coach from any City program in any and all capacities for a minimum of two (2) calendar years. The child concerned will play the entire next game.

(4) If any coach fails to play any child as required in any league championship game or any play-off game affecting the league championship, then that coach, no matter which offense, will be suspended from the league and unable to participate in any post-season activities. The team that fails to have full participation by all players will forfeit the game.

(5) If any coach fails to play any child as required herein in any all-star or tournament game, then that coach, no matter which offense, will be expelled from coaching in any City program in any and all capacities for a minimum of two (2) calendar years.

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

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

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

AGREEMENT
ATTACHMENT III

CITY OF HATTIESBURG

EXPENDITURE WORKSHEETS

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

AGREEMENT
ATTACHMENT IIIa

CITY OF HATTIESBURG

WORKSHEET INSTRUCTIONS

I. Supplies, Expenses and Related Purchases Worksheet:

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

II. Daily Program Time Sheet:

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

III. Total Hours/Games Recap Sheet:

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

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

City of Hattiesburg, MS

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

Master

File Number: 2016-2424

File ID: 2016-2424 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 01/25/2016

Brief Title: 2016-2018 Tatum Tennis Contract-Greg Butler **Final Action:** 02/02/2016

Minute Book Number: MB2016-32

Title:

Authorize Mayor to execute duplicate original contract between City of Hattiesburg Parks and Recreation Department and Greg Butler for the operation of Tennis Programs at Willis Terry Tennis Complex at Tatum Park from January 1, 2016, through December 31, 2018. (Nunc Pro Tunc)

Notes:

Sponsors: **Enactment Date:**

Attachments: Tatum Tennis Contract-Greg Butler 2016, executed
Tatum Tennis Contract-Greg Butler 2016

Enactment Number:

Contact: **Meeting Date:** 02/02/2016

Drafter: Ann Jones **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/02/2016	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Authorize Mayor to execute duplicate original contract between City of Hattiesburg Parks and Recreation Department and Greg Butler for the operation of Tennis Programs at Willis Terry Tennis Complex at Tatum Park from January 1, 2016, through December 31, 2018. (Nunc Pro Tunc)

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

ΓEL-No Vote: 0

Text of Legislative File 2016-2424

Title

Authorize Mayor to execute duplicate original contract between City of Hattiesburg Parks and Recreation Department and Greg Butler for the operation of Tennis Programs at Willis Terry Tennis Complex at Tatum Park from January 1, 2016, through December 31, 2018. (Nunc Pro Tunc)

Summary

Agreement

Budget Information

N/A

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
WILLIS TERRY PARKS AND RECREATION DEPARTMENT AT TATUM PARK
CONTRACTOR'S AGREEMENT

THIS AGREEMENT made and entered into on this the 2nd day of February, 2016, between the City of Hattiesburg, Mississippi, hereinafter referred to as "City" and Greg Butler, hereinafter referred to as "Contractor".

WHEREAS, the City is the owner of a tennis facility known as Willis Terry Tennis Complex at Tatum Park; and

WHEREAS, the Contractor is willing to undertake the obligations herein set forth in order to provide recreational activities at said facility.

NOW, THEREFORE, in consideration of the promises and of the covenants herein expressed, the City and Contractor mutually agree as follow:

SECTION I

GENERAL TERMS AND CONDITIONS

1.0 TERM OF AGREEMENT

1.1 The Agreement shall commence on or about January 1, 2016, and shall end December 31, 2018, unless terminated earlier under provisions herein.

1.2 City and Contractor agree that at the end of this two (2) year period the City will renegotiate a contract based on revenue generated, growth of the program, Tournaments, ect.

1.3 All operations of the Willis Terry Tennis Complex, including, but not limited to Operation of the Pro-Shop, hours of operation, scheduling of special events and Advertising related thereto, will be subject to the approval of the Director of Parks and Recreation, but such approval shall not be unreasonably withheld.

2.0 TERMINATION AND CANCELLATION

2.1 The City may terminate this contract at any time by delivery of written notice stating the contract will terminate within ninety (90) days from date of the receipt of said notice.

2.2 The Contractor may terminate this contract at any time by delivery of written notice Stating the contract will terminate within ninety (90) days from date of receipt of said notice.

2.3 At termination of the Agreement, the Contractor will remove, without damage to the Willis Terry Tennis Complex, all personal property.

3.0 NEGOTIATIONS

3.1 The City reserves the right to negotiate all elements which comprise the Contractor's proposal to ensure the best possible consideration is afforded to all concerned

4.0 LEGAL RELATIONSHIPS

4.1 It is understood and hereby agreed by the parties the Contractor is and shall be an Independent contractor and shall control all ways, means and details incident to the performance of him/herself and his/her agents and employees under this contract. Neither the Contractor nor his/her agents or employees shall be subject to the personnel policies of the City, nor participate in the benefits which accrue to City employees. Both parties agree to indemnify and hold harmless each other from any and all claims or losses which may result from any negligence or misconduct on the part of either party, agents, employees or representatives.

5.0 LAWS, STATUS AND OTHER GOVERNMENTAL PROVISIONS

5.1 The Contractor shall at all times observe and comply with all Federal and State Laws and City Ordinances and Regulation which affect the operation of Willis Terry Tennis Complex and will comply with all orders, laws, ordinances and regulations which may be enacted by a body having jurisdiction over such facility.

5.2 The Contractor further agrees to procure all permits and licenses, pay all charges and fees, and give all notices necessary to the lawful operation of Willis Terry Tennis Complex.

6.0 EQUAL OPPORTUNITY

6.1 The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end, in accordance with Title VI of the Act and the regulations, no person in the United States shall, on the grounds of race, color, age, sex, disability or national origin be excluded from participation in , be denied the benefits of, or be otherwise subjected to discrimination as a result of any use or activity at the stated premises.

6.2 In the event the Contractor does not comply with the non-discrimination clauses of the Agreement, the Agreement my be cancelled, terminated or suspended in whole or in part, and the Contractor may be barred from further contracts with the City of Hattiesburg, Mississippi.

SECTION II

GENERAL DUTIES

1.0 PRIVILEGES

1.1 The City of Hattiesburg, Mississippi, hereby grants to the Contractor the following exclusive privileges at Willis Terry Tennis Complex:

a. The right to give instructions in tennis, subject to the limitations and conditions hereinafter stated.

b. The right to sell tennis equipment and merchandise, string tennis rackets and sell food and beverages, subject to the limitations and conditions hereinafter stated.

c. The right to collect fees for all services provided through the facility and to retain such fees, subject to the limitations and conditions hereinafter stated.

2.0 PERSONNEL

2.1 The contractor shall hire, at his/her own cost and expense, train and supervise a staff of employees to assist him/her in the performance of this Agreement.

2.2 The Contractor shall endeavor to employ only persons who by appearance, manner and character will reflect credit on the City and will be acceptable to the users of Willis Terry Tennis Complex.

3.0 INSURANCE COVERAGE

3.1 The Contractor shall procure and thereafter, keep in full force and effect during the term of this Agreement liability insurance coverage in the amount of at least $ 1,000,000.

3.2 A Certificate of Insurance evidencing such coverage shall be provided by the Contractor prior to assuming operation of tennis facility and each year thereafter.

4.0 TRANSFER OF RIGHTS

4.1 The Contractor shall not transfer or assign its rights of obligation herein to any party other than one of the original parties who execute this agreement as Contractor.

5.0 STRUCTURAL CHANGE

5.1 The Contractor shall not make any structural alterations of the premises without written permission from the City of Hattiesburg, Mississippi, through its Director of Parks and Recreation. Such structural changes shall become the property of the City of Hattiesburg, Mississippi.

6.0 UTILITIES

6.1 The City agrees to pay electrical and water bills for the pro shop, tennis courts, and parking lot.

6.2 The City agrees to provide initial local telephone service and equipment only to Willis Terry Tennis Complex. All subsequent costs for the telephone service will be the obligation of the Contractor.

7.0 SALE OF MERCHANDISE

7.1 The Contractor shall be permitted to sell new and used merchandise normally found in a Tennis Pro Shop, including food and beverages.

7.2 The Contractor will be permitted to sell food and beverages at Willis Terry Tennis Complex which comply with City, State and Federal health laws.

8.0 FEES

8.1 The Contractor may collect user/court fees for adult and youth participants ranging from $ 1.00 to $ 3.00 pending day and night play.

8.2 The Contractor may charge fees for administration and operation of tennis leagues, tennis tournaments, tennis ladders and similar events.

SECTION III

SPECIFIC DUTIES

1.0 SPECIFIC DUTIES

In consideration of the rights and privileges granted herein by the City to Contractor, hereby, the Contractor agrees and binds itself to perform the following duties in a competent manner:

1.1 Contractor shall organize and manage the tennis concession at Willis Terry Tennis Complex.

1.2 Contractor shall hire at its own cost and expense, train and supervise employees to Assist it in the performance of the Agreement.

1.3 Contractor shall insure that the appearance of Willis Terry Tennis Complex is well Maintained (building and courts).

1.4 Contractor shall provide daily pick-up of paper and other light debris on the courts, grounds, and Pro-Shop.

1.5 Contractor shall provide custodial services for the building at the center

1.6 Performance reports are to be provided by the Contractor to the City annually and Reported to the Director of Parks and Recreation. Records to be kept will also be used to measure performance from one year to the next and include:

a. Percentage use of the courts by day, month and year for prime and non-prime time. Use during lessons, leagues, open play and tournaments.

b. Participation in all lessons, tournaments, leagues and other programs of the tennis center.

c. Type and participation in all special events and programs other than those listed in a and b of this section.

1.7 The Contractor shall work with area public school tennis coaches and athletic directors in an effort to advance the sport of tennis in Hattiesburg. Practice and match schedules for these entities will be limited to non-prime time hours when available. Practice and match schedules during primetime hours shall be negotiated between contractor and entity and shall not exceed revenues that would otherwise be generated through primetime fees.

1.8 The Contractor shall be U.S. Tennis Association trained with a minimum of 4.0 USTA rating and have at least three (3) years experience instructing tennis lessons and coordinating programs for adult and junior tennis players.

1.9 The Contractor shall promptly inform the Director of Parks and Recreation of any and all damage or need for repair to the Willis Terry Tennis Complex and to pay promptly for all damage thereto for which the Contractor is responsible under this Agreement.

1.10 The Contractor shall indemnify and hold harmless the City from all expenses, damages, attorneys' fees and other costs arising from any claim or suit in whole or in part from any claim or suit in whole or in part from any alleged failure or negligence of Contractor in operation of the Willis Terry Tennis Complex and/or any tart committed by Contractor and/or the Contractor's employee.

2.0 SUPPLY AND MAINTENANCE OF EQUIPMENT

2.1 The Contractor shall be responsible for maintenance of all equipment located at the Willis Terry Tennis Complex.

2.2 Equipment owned by the contractor will be maintained at its own expense.

2.3 The Contractor shall notify the City's Director of Parks and Recreation when City – owned equipment is in need of maintenance. The City shall perform such maintenance at its own cost and expense.

2.4 The Contractor agrees to surrender City-owned equipment in good condition, normal wear and tear expected, at the termination of this Agreement or when the Contractor vacates the premises.

2.5 Any equipment that becomes a permanent fixture of the tennis facility (wind screens, tennis nets and divider nets) become the property of the City after they are installed for use at the center.

3.0 MAINTENANCE OF PREMISES

3.1 City shall maintain the court nets, court poles, exterior poles and lights; trees; streets; walks and curbs; the air conditioning and heating systems of the building; all plate glass doors of the building; interior and exterior paint; all lighting and other fixtures; all equipment such as bleachers, water fountain; and shall mow the lawns.

3.2 All maintenance will be performed pursuant to the park's regular maintenance schedule and at the total discreation of the City. Failure to maintain shall not expose City to liability to the Contractor.

SECTION IV

COMPENSATION

The City of Hattiesburg shall pay $0.00 to the Contractor for the above-mentioned services. The Contractor will generate his income through collection of court fees, lessons, pro shop sales, tournaments, etc.

IN WITNESS WHEREOF City and Contractor have executed this Agreement on the day and year first above written.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____
Mayor

CONTRACTOR

BY:_____

CITY OF HATTIESBURG
WILLIS TERRY PARKS AND RECREATION DEPARTMENT AT TATUM PARK
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SECTION IV

COMPENSATION

The City of Hattiesburg shall pay $0.00 to the Contractor for the above-mentioned services. The Contractor will generate his income through collection of court fees, lessons, pro shop sales, tournaments, etc.

IN WITNESS WHEREOF City and Contractor have executed this Agreement on the day and year first above written.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Mayor

CONTRACTOR

BY: _____

City of Hattiesburg, MS

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

Master

File Number: 2016-2420

File ID:	2016-2420	**Type:**	Regular Agenda Item	**Status:**	Approved
Version:	2	**Reference:**		**In Control:**	City Council
				File Created:	01/25/2016
Brief Title:	Amendment Extension _ AIDS Services coalition - sheley Place			**Final Action:**	02/02/2016
				Minute Book Number:	MB2016-33

Title:

Approve Amendment to the Subrecipient Agreement with the AIDS Services Coalition (Sheley Place Project) (found at MB2013-356) to extend the term of the agreement to January 31, 2017; allowing for the Acquisition and Rehabilitation of a multi-unit development to provide permanent supportive housing and the expenditure of funds remaining under the agreement; and Authorize the Mayor to execute in triplicate for same. {Entitlement}

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	ASC Request for Extension, ASC"s Letter to the Mayor and City Council, MUTEH Letter of Funding Committment for ASC and Sheley Place, 2016 ASC Agreement Amendment, executed 2016 ASC Agreement Amendment	**Enactment Number:**	
Contact:		**Meeting Date:**	02/02/2016
Drafter:	Clarence Williams	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	02/02/2016	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Approve Amendment to the Subrecipient Agreement with the AIDS Services Coalition (Sheley Place Project) (found at MB2013-356) to extend the term of the agreement to January 31, 2017; allowing for the Acquisition and Rehabilitation of a multi-unit development to provide permanent supportive housing and the expenditure of funds remaining under the agreement; and Authorize the Mayor to execute in triplicate for same. {Entitlement}

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
ΓEL-No Vote:	0	

Text of Legislative File 2016-2420

Title

Approve Amendment to the Subrecipient Agreement with the AIDS Services Coalition (Sheley Place Project) (found at MB2013-356) to extend the term of the agreement to January 31, 2017; allowing for the Acquisition and Rehabilitation of a multi-unit development to provide permanent supportive housing and the expenditure of funds remaining under the agreement; and Authorize the Mayor to execute in triplicate for same. {Entitlement}

Summary

Agreement Amendment and Extension with AIDS Services Coalition for Sheley Place Project.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

AIDS SERVICES COALITION

POST OFFICE BOX 169
HATTIESBURG, MS 39403-0169
PHONE: (601)450-4286

AIDS Services Coalition

Board of Directors

Dr. Ben Carmichael

Dr. Bridget Tah-Clayton

Beejee Dickson, LCSW

James K. Dukes, Jr.

Dr. Steven Farrell

Janie Green

Tonya Green, MPH

Cathy Dodds

Jan Housley

Vickie Reed

Johnny Hansell

Susan Thomson

Russ Royals

Memorandum

To: Clarence Williams, Division Manager
City of Hattiesburg Community Development

From: Kathy Garner, Executive Director
AIDS Services Coalition

Date: January 21, 2016

RE: Renewal of Subgrantee Agreement – Sheley Place

As we have discussed, the Sheley Place project has been significantly complicated by issues related to property ownership, vandalism, and code violations. I have detailed these and other issues in the attached letter to Mayor Dupree and City Council President Kim Bradley.

Due to miscommunication on my part, the existing subrecipient agreement with the City lapsed in October, I respectfully request that this subrecipient agreement be renewed by the City Council.

Thank you for your help in this matter. If you have any questions, please give me a call.

AIDS SERVICES COALITION

POST OFFICE BOX 169
HATTIESBURG, MS 39403-0169
PHONE: (601)450-4286

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Jan Housley

Vickie Reed

Johnny Hansell

Susan Thomson

Russ Royals

January 18, 2016

Mayor Johnny DuPree
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Kim Bradley, President
Hattiesburg City Council
P.O. Box 1898
Hattiesburg, MS 39403

Gentlemen:

As you know, the AIDS Services Coalition (ASC) has received HUD Supportive Housing Program funding to acquire and renovate properties at 117 College Street, known as College Street Apartments. In support of housing for homeless persons, the City of Hattiesburg allocated funding through its own HUD/CDBG program as match for the redevelopment project. This partnership is critically important to our ability to complete necessary activities.

Due to my miscommunication with city staff, the subrecipient agreement in which the partnership details are described has expired. I respectfully request that this subrecipient agreement be renewed by the City Council.

In 2012, ASC submitted the application for funding to HUD Supportive Housing Program. It was funded as a three year project in fall of 2013 (the grant actually ends in mid-2017. The project, now known as Sheley Place (after long-time ASC board member and architect, David Sheley), has had taken a significant amount of time to get off the ground. I have committed to the Federal Programs staff that we will be better communicators and will provide monthly updates on the progress of Sheley Place.

Just a few of the issues are:

1. Each four-plex was individually owned and, in two cases, the properties were in code enforcement court.
2. Negotiations for the property were hampered by one of the properties being in foreclosure.

3. The properties were significantly damaged by vandals between the time the HUD Supportive Housing Program grant application and the time that the properties were actually acquired.

4. The cost for renovation per unit has almost doubled since the process began in 2012.

Though the project has had significant setbacks, ASC is committed to making this housing something that the City will be proud of. Additional funding has been committed by the Balance of State CoC which oversees the HUD monies for homelessness in our area. Louise Meyer, Executive Director of Mississippi United to End Homelessness (MUTEH), has prepared a letter detailing their commitment to Sheley Place which I have attached.

Thank you for your continued support of the AIDS Services Coalition and, specifically, of this project. If you have any questions, please let me know.

Sincerely,

Kathy Garner
Executive Director

muteh
Mississippi United To End Homelessness

ADDRESS
5 Old River Place Suite 205
Jackson, MS 39202
MAILING ADDRESS
PO Box 24147
Jackson, MS 39225

PHONE
office 601-960-0557
fax 866.551.0916
WEBSITE
muteh.org

January 19, 2016

Mr. Clarence Williams, Division Manager
City of Hattiesburg Community Development
P.O. Box 1898
Hattiesburg, MS 39403-1898

Dear Mr. Williams:

As Executive Director of Mississippi United to End Homelessness (MUTEH), I am pleased to confirm that the AIDS Services Coalition is a grantee providing a variety of Supportive Housing Programs that are funded through the Balance of State Continuum of Care (CoC). MUTEH has been designated as the Collaborative Applicant by the Governing Council, and as such manages the required HUD process to ensure the maximum amount of funds are received by the CoC jurisdiction and that the CoC is in compliance with all applicable HUD rules and regulations. As the Collaborative Applicant, MUTEH is the sole eligible applicant in the MS Balance of State for HUD CoC Planning Grant funds.

The AIDS Services Coalition has been an active member of the CoC for more than ten years and continues to be a key member of the Continuum of Care, providing leadership and guidance to all member agencies. Ms. Kathy Garner has been instrumental in the growth of membership and programs for not only the Pine Belt Regional Coalition, but the 6 other Regional Coalitions which encompass the 71 counties in our area.

For its 2016-2017 funding cycle, the ranking committee of the CoC reviewed 15 projects and, because of the importance that our CoC places on permanent housing, and the necessity of capital development, the application for Sheley Place in the amount of $257,200 was ranked 3rd in the Priority Listing of the Collaborative Application submitted to HUD. The CoC establishes priorities for funding based on HUD priorities and gaps analysis. The CoC adheres to strategic resource allocation with the goals of ending chronic, family, veteran, youth homelessness and implementing housing first. All applications are expected to include performance measures that include: reducing lengths of homelessness, reducing recidivism, and reducing the number who become homeless. Renewal applications were rated by additional factors such as: coordination with ESG funding, expenditure rates, APR performance, audit reports, monitoring reports, HMIS participation and CoC participation.

We expect HUD to announce the awards in late February. If you have any questions, or would like further clarification, please don't hesitate to contact me.

Sincerely,

Louise Meyer

Louise Meyer
Executive Director

SUBRECIPIENT AGREEMENT AMENDMENT
BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI

and

AIDS Services Coalition

THIS AGREEMENT, entered into this **3rd day of December 2013**, by and between the City of Hattiesburg (hereinafter referred to as the "CITY"), and **AIDS Services Coalition,** a nonprofit corporation (hereinafter referred to as the "Sub-recipient").

Section II – Term of Agreement

The term of this Amended Agreement shall commence on **3rd day of December 2013**, and shall end on or before the Project Completion deadline of **January 31, 2017**. The Sub-recipient has agreed to complete the project based on the attached timeline.

Unless amended again by mutual written agreement by the Sub-recipient and the Grantee, the Sub-recipient will perform the described tasks in conformance with the Scope of Work and Budget:

I. **SCOPE OF SERVICE**

A. **Activities**

The Subrecipient will utilize the CDBG funding to acquire, rehabilitate, furnish, and otherwise prepare for occupancy, fifteen (15) living units for clients and one (1) unit for supportive office space, meeting space, case work, etc. The Subrecipient intends to benefit approximately 15 people in initial occupancy and support.

Program Delivery

The Subrecipient will track the total number of people as well as the total number of households that benefit from housing-related services at the acquired/rehabilitated location. It is understood that the nature of the Subrecipient's services – such as serving homeless individuals – is such that those individuals/households may be "presumed" to be low- to moderate-income. The accomplishment data reported on this activity will be based on all people (and households) served, regardless of whether or not a participant "completes" a certain program. Any other data based on other aspects of the program may be reported to the Grantee, and ultimately to HUD, in a narrative format.

The Subrecipient will provide the Grantee with Periodic Reports, due monthly, as well as a Final Report due January 31, 2017, reporting on the number of clients served, necessary income and race/ethnicity demographics, progress toward rehabilitation

completion, etc. The Subrecipient will additionally submit ad hoc reports as may be requested by the Grantee.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

C. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly. Additionally, if the leveraged funding has not been secured by the end of March 2016, the project will be placed on hold until the additional funding for completion of the project has been secured.

BUDGET

The budget for the activity outlined herein is limited to $200,000.00. The allocation of this budget is as follows.

	HUD	**City CDBG**	Private	TOTAL Budget
ACQUISITION/REHAB/ CONSTRUCTION				
1. Acquisition	$100,000.00	**$100,000.00**		$200,000.00
2. Rehabilitation	$100,000.00	**$100,000.00**		$200,000.00

IN WITNESS WHEREOF, the Parties have executed and dated this amendment to the contract.

City of Hattiesburg, Mississippi

By: _____

Date: _____

Attest: _____
City Clerk

Date: _____

AIDS Services Coalition

By: _____

Date: _____

Attest: _____

Date: _____

Sheley Place (formerly College Street Apartments) Timeline

January 2016

February 2016 Complete Site Plan and Building Permit Processes. In addition, a zoning change and HHCC review will be requested simultaneously.

February 2016 Petition City to remove demolition order from two buildings.

February 2016 Request City amendment to move remaining acquisition funds to renovation

March/April 2016 Begin renovation of Buildings A, B, and C

Once renovation has begun in earnest, it should take six months.

October 2016 Occupancy

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and

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City of Hattiesburg, Mississippi

By: _____

Date: 2-2-16

Attest: _____
City Clerk

Date: 2-2-16

AIDS Services Coalition

By: _____

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AIDS SERVICES COALITION

POST OFFICE BOX 169
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AIDS Services Coalition

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Memorandum

To: Clarence Williams, Division Manager
City of Hattiesburg Community Development

From: Kathy Garner, Executive Director
AIDS Services Coalition

Date: January 21, 2016

RE: Renewal of Subgrantee Agreement – Sheley Place

As we have discussed, the Sheley Place project has been significantly complicated by issues related to property ownership, vandalism, and code violations. I have detailed these and other issues in the attached letter to Mayor Dupree and City Council President Kim Bradley.

Due to miscommunication on my part, the existing subrecipient agreement with the City lapsed in October, I respectfully request that this subrecipient agreement be renewed by the City Council.

Thank you for your help in this matter. If you have any questions, please give me a call.

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January 18, 2016

Mayor Johnny DuPree
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Kim Bradley, President
Hattiesburg City Council
P.O. Box 1898
Hattiesburg, MS 39403

Gentlemen:

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Thank you for your continued support of the AIDS Services Coalition and, specifically, of this project. If you have any questions, please let me know.

Sincerely,

Kathy Garner

Kathy Garner
Executive Director

muteh
Mississippi United To End Homelessness

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5 Old River Place Suite 205
Jackson, MS 39202
MAILING ADDRESS
PO Box 24147
Jackson, MS 39225

PHONE
office 601-960-0557
fax 866.551.0916
WEBSITE
muteh.org

January 19, 2016

Mr. Clarence Williams, Division Manager
City of Hattiesburg Community Development
P.O. Box 1898
Hattiesburg, MS 39403-1898

Dear Mr. Williams:

As Executive Director of Mississippi United to End Homelessness (MUTEH), I am pleased to confirm that the AIDS Services Coalition is a grantee providing a variety of Supportive Housing Programs that are funded through the Balance of State Continuum of Care (CoC). MUTEH has been designated as the Collaborative Applicant by the Governing Council, and as such manages the required HUD process to ensure the maximum amount of funds are received by the CoC jurisdiction and that the CoC is in compliance with all applicable HUD rules and regulations. As the Collaborative Applicant, MUTEH is the sole eligible applicant in the MS Balance of State for HUD CoC Planning Grant funds.

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We expect HUD to announce the awards in late February. If you have any questions, or would like further clarification, please don't hesitate to contact me.

Sincerely,

Louise Meyer

Louise Meyer
Executive Director

City of Hattiesburg, MS

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

Master

File Number: 2016-2433

File ID: 2016-2433 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 01/26/2016

Brief Title: Designate events on HHDA 2016 calendar as city-approved events for the purposes described in Ordinance Number 3148.

Final Action:

Minute Book Number: MB2016-33

Title:

Designate events listed on the attached Historic Hattiesburg Downtown Association 2016 schedule as city-approved events for the purposes described in Ordinance Number 3148.

Notes:

Sponsors:

Enactment Date:

Attachments: HHDA 2016 schedule of events, ORD 3148 - Possession and Consumption of Beer and Light Wine

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/02/2016	Designate				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Designate events listed on the attached Historic Hattiesburg Downtown Association 2016 schedule as city-approved events for the purposes described in Ordinance Number 3148.

There was a motion from the floor to add and to amend the Historic Hattiesburg Downtown Association 2016 schedule with an addition of the 2016 Historic Mobile Renaissance Festival dates (October 7, 8 and 9).

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

ΓEL-No Vote: 0

Text of Legislative File 2016-2433

Title

Designate events listed on the attached Historic Hattiesburg Downtown Association 2016 schedule as city-approved events for the purposes described in Ordinance Number 3148.

Summary

Designate events on HHDA 2016 calendar as city-approved events for the purposes described in Ordinance Number 3148.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

HISTORIC DOWNTOWN

January 26, 2016

Mr. Kim Bradley, President
Hattiesburg City Council
P. O. Box 1898
Hattiesburg, MS 39403

Dear Kim:

I am requesting to be added to the City Council agenda for the meeting to be held on February 2nd. The Historic Hattiesburg Downtown Association, HHDA would like to submit a list of events for consideration as city-approved event for the purposes described in Ordinance Number 3148. See attached list.

Thank you in advance for considering our request, if you need additional information please let me know.

Sincerely,

Andrea Saffle
Executive Director, Historic Hattiesburg Downtown Association

Promotion Partners

City of Hattiesburg
F.C. Board of Supervisors
Mississippi Power

African American Military History Museum
Albert & Associate Architects
Area Development Partnership
BancorpSouth
Bryan Nelson P.A.
Bianchi's Pizzeria
Chain Electric Company
Coca-Cola of Hattiesburg
Dime Entertainment
Finlo Construction Company
Grove Transit
HMP Management Corp.
Hood Industries
Saenger Theatre
Signs First
Visit Hattiesburg
Willmut Gas
Warren Paving

Dews Foundry
Emerge Events
Forrest General Hospital
Juvo Technologies
KT Walker Consulting
Neel-Schaffer
Regions Bank
The Shop Downtown
Trustmark Bank

Clinton CPA
C.R. Properties
Hanco Construction Corporation
Heidleberg Law Firm, PLLC
Main St. United Methodist Church
Montague, Pittman, & Varnado
Shows, Dearman & Waits, Inc.
Southern Prohibition Brewing
Taylor Rental
USM Foundation
William Carey University

HHDA Events and HHDA Partnered Events for 2016

Compiled list of events so far for 2016 for consideration as city-approved event for the purposes described in Ordinance Number 3148. As additional events are developed during the year, they will be submitted.

Date	Time	Event	Location	Alcohol in Street
Feb 18. Mar 17, Apr 14, May 19, Jun 16, July 14, Aug 18, Sep 15, Oct 20 Nov 17 Dec 15	5pm - 9pm	Third Thursdays Arts Market	Alley between Front & E Pine St	yes
3/8 & 3/25	5-9pm	Movie's in the Park	Town Square Park	yes
4/9	5-8pm	Spring Art Walk	Downtown	Yes
4/8 4/15 4/22 4/29	5-9pm	Live @ 5	Town SqPark	Yes
6/4	TBA	Food Truck Festival	Town Square Park	Yes
10/7 10/14 10/21 10/28	5-8pm	Live @ 5	Town SqPark	Yes
11/12	5-9pm	Fall Art Walk	Downtown	Yes
12/10	5-9pm	Downtown Candlelit Christmas Open house	Downtown	Yes
12/31	6p-2am	New Year's Eve Block Party	Front Street	Yes

ORDINANCE NUMBER 3148

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE AMENDING ORDINANCE NO. 2103 ADOPTED 2-8-83, AMENDING THE REGULATIONS FOR POSSESSION OR CONSUMPTION OF ALCOHOLIC BEVERAGES, BEER OR LIGHT WINE IN CERTAIN PLACES AND CREATING EXCEPTIONS FOR SPECIAL EVENTS; AND ADDING CHAPTER 3-9

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

SECTION 1: That the purpose of this ordinance is to amend Chapter 3-7 of the Code of Ordinances, regulating the consumption of alcoholic beverages, beer or light wine in certain places; creating exceptions for special events; adding Chapter 3-9.

SECTION 2: That section 1 of Ordinance Number 2103 be and the same is hereby amended to read as follows:

"It shall be unlawful for any person, group association, or any and all legal entities recognized by law to possess or consume alcoholic beverages, beer or light wine, as defined by any statute of this state, in the city hall, municipal school buildings, stadiums, any public playgrounds, or public parks, or clubhouses situated therein, or any fire station, or on any and all other public grounds, buildings, parks and places owned, maintained or operated by the city; except, that this section shall not apply to any individuals, groups or associations utilizing any municipally owned building under a written lease or rental agreement granted by the city; and it shall be unlawful for any person to consume any alcoholic beverage, beer, or light wine on any public street, sidewalk or alley owned, maintained or operated by the city, except that it shall **not** be unlawful for any person to consume beer or light wine on streets in the downtown area that have been closed to vehicular traffic for special events that are sponsored or approved by the City of Hattiesburg; during said City-sponsored or approved events in the downtown area, no beer or light wine may be possessed in or consumed from glass containers."

SECTION 3: The sale and/or consumption of beer and light wine shall be allowed on public property and on streets in the downtown area that have been closed to vehicular traffic for special events that are sponsored or approved by the City of Hattiesburg; sale of beer and light wine shall be allowed by any downtown business that possesses a current permit for the sale of beer and light wine and that has obtained any additional permits required by the Mississippi Department of Revenue for such sales. During said City-sponsored or approved events in the downtown area, no beer or light wine may be consumed, or sold for possession in or consumption from, glass containers. To receive City approval, event sponsor(s) shall submit a request in writing, addressed to the Mayor and City Council, outlining the date, time, place and purpose of the event, at least four weeks in advance of the event or in time to be placed on the City Council agenda for action by the City. The downtown area is defined in the attached city

map; location in the downtown area in no way implies or conveys automatic approval for an exception to the regulations for possession or consumption of alcoholic beverages, beer or light wine. Requests for events located outside the defined downtown area will be considered on a case-by-case basis.

SECTION 4. That except as hereby expressly changed and amended, Ordinance Number 2103, adopted February 8, 1983, shall be and does remain in full force and effect as adopted.

SECTION 5. This Ordinance shall take effect and be in force within the time and manner provided by law.

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

YEAS: Bradley
Delgado
Dryden
Naylor

NAYS: None ABSENT: Carroll

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 16th day of December A.D., 2014.

(S E A L)

ATTEST:

Debra K Bernardo
CLERK OF COUNCIL

ADOPTED:

PRESIDENT

THE above foregoing Ordinance having been submitted to and approved by the Mayor, this the 16th day of December, A.D., 2014.

ATTEST:

DEPUTY CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2016-2422

File ID: 2016-2422 **Type:** Regular Agenda Item **Status:** Approved

Version: 1 **Reference:** **In Control:** City Council

File Created: 01/25/2016

Brief Title: Acknowledge receipt of Eminent Domain Judgements for Safe Routes to School, Hawkins and authorize manual checks for payment.

Final Action: 02/02/2016

Minute Book Number: MB2016-33-34

Title:

Acknowledge receipt of Final Judgements from the Forrest County Special Court of Eminent Domain for Civil Action Nos. CO-015-0812 and CO-015-0813 ordering payment to the defendants named therein for the purchase of condemned land and Right of Immediate Title and Possession and entry upon said condemned land for use in Safe Routes To School Project, Hawkins Elementary; Authorize issuance of manual check or checks as required to pay awarded compensation.

Notes:

Sponsors:

Enactment Date:

Attachments: Harrell Judgement, Harrell Appraisal, Taylor Judgement, Taylor Appraisal

Enactment Number:

Contact:

Meeting Date: 02/02/2016

Drafter: Janet Beech

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/02/2016	Acknowledge				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Acknowledge receipt of Final Judgements from the Forrest County Special Court of Eminent Domain for Civil Action Nos. CO-015-0812 and CO-015-0813 ordering payment to the defendants named therein for the purchase of condemned land and Right of Immediate Title and Possession and entry upon said condemned land for use in Safe Routes To School Project, Hawkins Elementary; Authorize issuance of manual check or checks as required to pay awarded compensation.

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
ΓEL-No Vote:	0	

Text of Legislative File 2016-2422

Title

Acknowledge receipt of Final Judgements from the Forrest County Special Court of Eminent Domain for Civil Action Nos. CO-015-0812 and CO-015-0813 ordering payment to the defendants named therein for the purchase of condemned land and Right of Immediate Title and Possession and entry upon said condemned land for use in Safe Routes To School Project, Hawkins Elementary; Authorize issuance of manual check or checks as required to pay awarded compensation.

Summary

Acknowledge receipt of Final Judgements from the Forrest County Special Court of Eminent Domain for Civil Action Nos. CO-015-0812 and CO-015-0813 ordering payment to the defendants named therein for the purchase of condemned land and Right of Immediate Title and Possession and entry upon said condemned land for use in Safe Routes To School Project, Hawkins Elementary; Authorize issuance of manual check or checks as required to pay awarded compensation

Budget Information

Regular budget

Expenditure Type

072201.7000
072201.6015

Purchasing Item

Publication Information

FILED
JAN 25 2016
FORREST COUNTY CIRCUIT CLERK

IN THE SPECIAL COURT OF EMINENT DOMAIN
FORREST COUNTY, MISSISSIPPI

CITY OF HATTIESBURG **PLAINTIFF**

V. **CIVIL ACTION NO. CO15-0813**

JIMMIE HARRELL AND ROSE HARRELL **DEFENDANTS**

ORDER GRANTING PLAINTIFF RIGHT OF IMMEDIATE TITLE AND POSSESSION

THIS DAY this cause came on to be heard on motion, *ore tenus,* of the Plaintiff, the City of Hattiesburg, for an *Order Granting Plaintiff Right of Immediate Title and Possession* and entry upon the land being condemned and as more specifically described in Exhibit "A" which is attached hereto and made a part hereof for all purposes.

The Court finds that Greg Wheeler was appointed by *Order* of this Court dated December 29, 2015, to appraise the property which is the subject of this cause. The Court further finds that said appraiser has filed with this Court and the Clerk of the Court the requisite number of copies of the appraisal report which is subject to the review of this Court.

Further, the Court finds that Greg Wheeler has submitted an invoice, a copy of which is attached hereto as Exhibit "B" and made a part hereof for all purposes, in the amount of One Thousand and no/100 Dollars ($1,000.00) for services rendered. The Court finds that based upon the degree of difficulty and the time required to perform said appraisal, the amount of One Thousand and no/100 Dollars ($1,000.00) should be awarded as compensation for said appraiser's services in this matter.

The Court further finds that the report of the Court-appointed appraiser shows the sum of Twelve Thousand Two Hundred and Fifty and no/100 Dollars ($12,250.00) as total compensation and damages for the taking of the Defendants' land; that proper notice of said appraisal report has been given to the Court and to the parties as required by law, and the Court, having reviewed the

Court-appointed appraiser's appraisal, finds that the appraisal conforms to that which was ordered by this Court; and the Court, making a judicial determination of public use, finds that said motion is well taken and Plaintiff is entitled to immediate title and possession of and entry upon said land as described in Exhibit "A" attached hereto.

IT IS, THEREFORE, ORDERED AND ADJUDGED that Plaintiff, the City of Hattiesburg, be and it is hereby granted immediate title and possession of and entry upon the land sought to be condemned as described in Exhibit "A" attached hereto and in the *Complaint* filed herein, provided that Plaintiff deposit with the Clerk of this Court the payment due for said appraiser's services in this matter in the amount of One Thousand and no/100 Dollars ($1,000.00) and an amount equal to the amount of compensation and damages due to the Defendants as determined by said Court-appointed appraisal in the amount of Twelve Thousand Two Hundred and Fifty and no/100 Dollars ($12,250.00) for a total amount of Thirteen Thousand Two Hundred and Fifty and no/100 Dollars ($13,250.00); that upon receipt of this amount, the Clerk is directed to immediately disburse from said amount the appraiser's fee to said appraiser without further Order of this Court, and that the remaining funds deposited will be disbursed only upon further Order of this Court.

IT IS FURTHER ORDERED AND ADJUDGED that the Defendants, only if presently occupying the property in question, shall have thirty (30) days after the deposit of the aforesaid amount to vacate the portion of the property described in Exhibit "A" attached hereto, the date of deposit being the time that the full amount required is deposited with the Clerk of this Court.

SO ORDERED AND ADJUDGED on this 25th day of January, 2016.

MICHAEL W. McPHAIL, JUDGE
SPECIAL COURT OF EMINENT DOMAIN

Prepared by:

Derek R. Arrington, MS Bar No. 99518
Jackson & Arrington, PLLC
P. O. Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309
(601) 264-6044 facsimile

Read and Agreed:

Jimmie Harrell

Rose Harrell

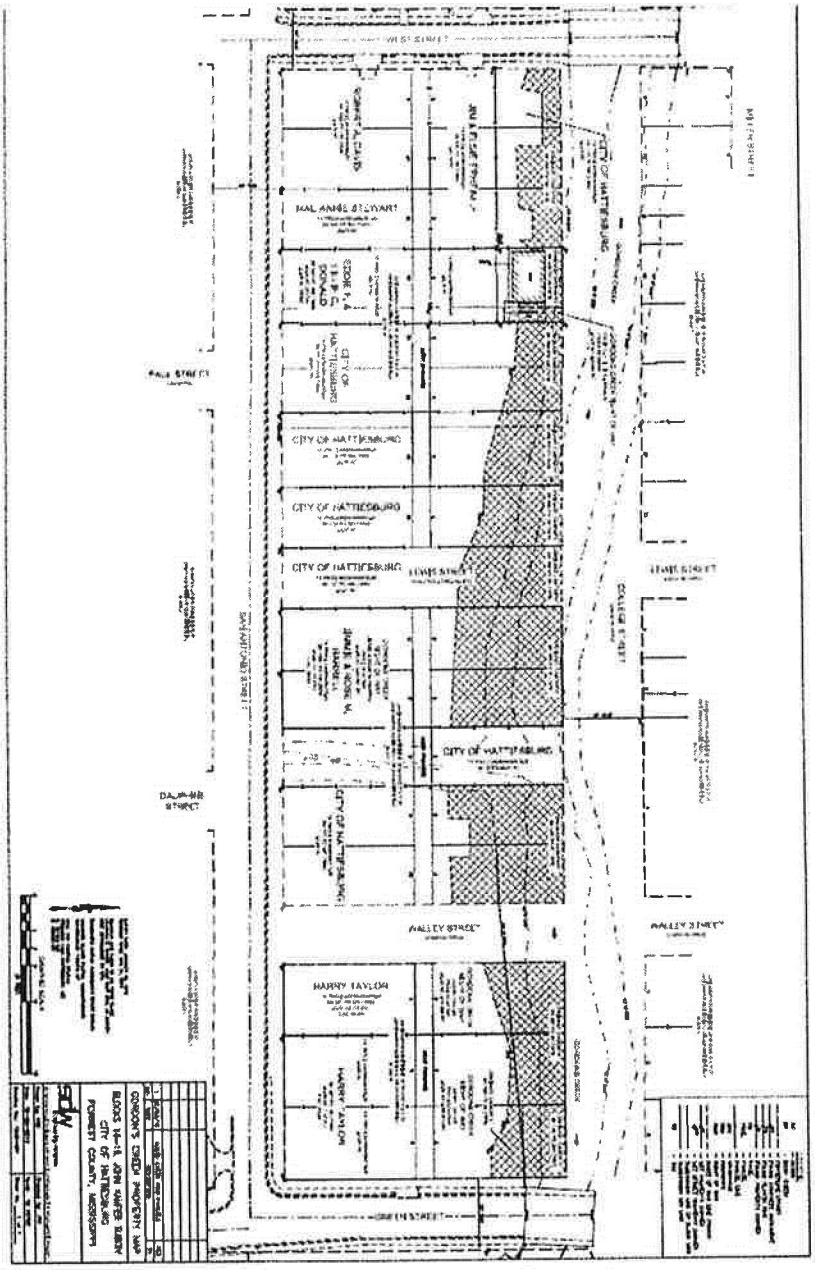
Exhibit "A"

All of Lots 4, 5, 6 and 7 of Block 15 of the John Kamper Subdivision of Blocks D & E of the John Kamper Addition to the City of Hattiesburg and the Map of the C. J. Miller Addition No. 3, in the City of Hattiesburg as per Map or Plat thereof on file in the Office of the Chancery Clerk in the County of Forrest, State of Mississippi and that portion of the alley lying between said Lots 4 and 7 and between said Lots 5 and 6, said Alley being 15 feet wide and 100 feet long, and all being more particularly described:

- **Beginning** at the Southwest Corner of said Lot 6,
- thence run North along the West Line of said Lots 5 and 6 and their extensions for 240 feet to the Northwest Corner of said Lot 5,
- thence run East along the North Line of said Lots 4 and 5 for 100 feet to the Northeast Corner of said Lot 4,
- thence run South along the East Line of said Lots 4 and 7 and their extensions for 240 feet to the Southeast Corner of said Lot 7 and a Point on the North Right of Way Line of San Antonio Street, a public roadway,
- thence run West along said North Right of Way Line for 100 feet to the **Point of Beginning.**

The above described being the same as that found in Record Deed Book 1054, Page 416 (County Tax Parcel No. 2-029K-09-219.00) on file thereof in the Office of the Chancery Clerk of said Forrest County.

The above-description contains 0.55 acre, more or less.


CITY OF HATTIESBURG
HARRY TAYLOR
HAL ANNE STEWART
WALLEY STREET
DALE STREET

INVOICE

FROM:

Greg Wheeler
P.O. Box 15304
Hattiesburg, MS 39404

Telephone Number: 601-583-1006 Fax Number: gregwheeler@bellsouth.net

TO:
The Honorable Michael McPhail
Judge, Special Court of Eminent Domain
Forrest County, Hattiesburg, MS 39401
Civil Action No. C015-0812

Telephone Number: Fax Number:
Alternate Number: E-Mail:

INVOICE NUMBER	
San Antonio Street (3 Parcels)	
DATE	
January 15, 2016	
REFERENCE	
Internal Order #:	
Lender Case #:	
Client File #:	C015-0812
Main File # on form:	C015-0812
Other File # on form:	
Federal Tax ID:	
Employer ID:	

DESCRIPTION

Lender: N/A Client: City of Hattiesburg
Purchaser/Borrower: Harry Taylor
Property Address: San Antonio Street (3 Parcels)
City: Hattiesburg
County: Forrest State: MS Zip: 39401
Legal Description:

FEES	AMOUNT
San Antonio St (C015-0812)	1,000.00
SUBTOTAL	1,000.00

PAYMENTS			AMOUNT
Check #:	Date:	Description:	
Check #:	Date:	Description:	
Check #:	Date:	Description:	
		SUBTOTAL	
		TOTAL DUE	$ 1,000.00

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Jimmie Harrell

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
308 Helveston Rd

Requester's name and address (optional)

6 City, state, and ZIP code
Hattiesburg MS 39401

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
4 2 5 - 9 2 - 0 1 3 2

or

Employer identification number
– –

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Jimmie Harrell Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

FILED
JAN 19 2016
FORREST COUNTY CIRCUIT CLERK

THE HONORABLE MICHAEL McPHAIL
JUDGE, SPECIAL COURT OF EMINENT DOMAIN
FORREST COUNTY, HATTIESBURG, MISSISSIPPI 39401

City of Hattiesburg v. Jimmie Harrell and Rose Harrell
Civil Action No. C015-0813

Forrest County Special Court of Eminent Domain
Civil Action No. C015-0813

APPRAISAL REPORT

October 16, 2015

The Honorable Michael McPhail
Judge, Special Court of Eminent Domain
Forrest County
Hattiesburg, MS 39401

RE: Jimmie Harrell and Rose Harrell
Civil Action No. C015-0813

Dear Judge McPhail:

In accordance with your request, I have made an inspection and investigation of the property located at 309 San Antonio Street, Hattiesburg, Mississippi that is owned by Jimmie Harrell and Rose Harrell according to the Forrest County Tax Assessors Record Card. The purpose of this appraisal is to form an opinion of the Market Value, in fee simple, as of October 16, 2015 both before and after the taking of the entire subject site that consist of 24,031+- square feet (.55 Acres). October 16, 2015 was the date of the filing of the complaint to condemn. The subject property was inspected on January 15, 2016. The subject site that is located along the northern portion of San Antonio Street and south of the Gordens Creek.

The difference in the before and after value opinions reflects the opinion of the value of the acquisition and damages, if any, to the remainder, if any of the subject property.

> Market Value is defined as the most probable price in cash, terms equivalent to cash, or in other precisely revealed terms, for which the property will sell in an open and competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self interest, and assuming that neither is under undue duress.

NEIGHBORHOOD DATA

The subject property consist of four lots that are located in the northeastern section of Hattiesburg, in Forrest County and inside the Hattiesburg city limits. The immediate subject area consists primarily of a mixture of single family, office space, some commercial and a few multi-family properties. Most of the single family dwellings in the area are older frame dwellings that appear to be receiving adequate maintenance and upkeep. San Antonio Street is located a few blocks south of West 4th Street and just West of Green Street in an area that consist of mainly single family dwellings. West 4th Street is a major east-west artery connecting the northeastern portion of the city with the University of Southern Mississippi and the northwestern portion of Hattiesburg. This area is well suited for residential purposes and very few vacant lots are remaining in the area.

SITE DATA

The subject site consist of a total of four interior lots (4,5,6 & 7) that are located just north of San Antonio Street and south of the Gordens Creek. According to the attached survey and plat, the entire parcel is rectangular in shape and has 100+- feet of public road frontage along San Antonio Street and extends to a uniform depth of 240+- feet. The appraiser noted that lots 4 & 5 currently have an existing drainage easement that runs through those lots and contain 9,332.4 square feet. The existing drainage easement would limit the usability for a large portion of lots 4 & 5 and the value opinion for this portion of the site would be diminished in the appraisers opinion. A survey of the subject site along with the existing Gordens Creek drainage easement has been included in the addenda section of this appraisal report in order to assist the reader in visualizing the subject parcel. According to FEMA flood map #28035C0108D, dated March 2, 2010, the site does appear to be located within zone AE of a FEMA flood hazard area. A copy of the FEMA flood map has been included in the addenda section of this appraisal report. The site contains a total of 24,031+- square feet and is generally level and at street grade. The site is zoned R-1B (Single Family Residential District – 7,500 square feet minimum site size) according to the zoning authorities with the City of Hattiesburg. A copy of the legal permitted uses for the R-1B zoning has been included in the addenda section of this appraisal report. The City of Hattiesburg proposes to take the entire 24,031+- square feet site that consist of all of lots 4,5,6 & 7 and the vacated alley in Block 15 of the John Kamper Subdivision of Blocks D & E of the John Kamper Addition.

PROPERTY HISTORY

The property has been under the present ownership for in excess of 3 years according to the Forrest County Tax Assessor Record Card.. According to the Forrest County Tax Assessor Office, the subject is currently owned by Jimmie & Rose M Harrell. The taxes for 2015 were $468.81. A MLS search did not note any prior listings for the subject property over the past 3 years.

HIGHEST AND BEST USE

In order to estimate the Highest and Best Use for the subject, the four criteria for Highest and Best Use were considered. These are 1) physically possible, 2) legally permissible, 3) financially feasible, and 4) maximally productive. After considering these factors, the Highest and Best Use of the site as currently zoned (R-1B) and vacant is estimated to be for residential use. SEE ADDENDA PAGES FOR THE LIST OF LEGAL AND PERMISSABLE USES UNDER THE R-1B ZONING.

APPRAISAL PROCESS

In good appraisal practice, three approaches to value are normally used to arrive at a value conclusion for a given property. These approaches are the Sales Comparison Approach, the Cost Approach, and the Income Approach. The Sales Comparison Approach is based on deriving a value indication by comparing properties that have been sold recently to the subject property and adjusting the sales price of the comparables for any basic differences. The Income Approach considers the present value of the future benefits of income and ownership. To estimate the income potential of the subject, comparable rents are obtained and reconciled to the subject, then a deduction is made for anticipated expenses.

The resulting net income is then capitalized into value using a rate supported by market data. The Cost Approach provides a value indicator based on the cost to reproduce the improvements less any observed depreciation. The value estimate of the land developed through the Sales Comparison Approach is then added to the depreciated value estimate of the improvements. As previously noted, the subject parcel is currently vacant and only the land value is considered in this appraisal. Therefore, only the Sales Comparison Approach was utilized as it is the only approach deemed applicable to the valuation of the subject property.

SCOPE AND INTENDED USE

This appraisal is intended to assist the client, Judge Michael McPhail in evaluating the subject property and forming an opinion of value for the just compensation due the property owner in an eminent domain case involving the subject property. In preparing this appraisal, the appraiser inspected the subject site, the proposed acquisition area, and gathered and confirmed information on comparable land sales and listings then applied the Sales Comparison Approach to arrive at an indication of value.

This summary appraisal report is a brief recapitulation of the appraiser's data, analysis, and conclusions. Supporting documentation has been retained in the appraiser's file.

SALES COMPARISON APPROACH

The following land sales were considered in the Sales Comparison Approach:

Comparable Land Sale No. 1

Location:	246 ½ Dauphine St, Hattiesburg
Date:	05/23/14
Sales Price:	$15,000
Site Size:	7,500+- Square Feet
Price/SqFt:	$2.00 SqFt
Confirmation:	Appraisal Files – Hattiesburg School District
Comments:	Vacant parcel at the time of sale. Residential Zoned

Comparable Land Sale No. 2

Location:	500 Melba Avenue, Hattiesburg
Date:	04/06/11
Sales Price:	$5,000
Site Size:	13,280+- Square Feet
Price/SqFt:	$0.38/SqFt
Confirmation:	MLS 83133 / Realty Executives
Comments:	Vacant parcel that was generally level. Residential Zoned

Comparable Land Sale No. 3

Location:	803 Myrtle Street, Hattiesburg
Date:	04/01/14
Sales Price:	$2,550
Site Size:	8,610+- Square Feet
Price/SqFt:	$0.30/SqFt
Confirmation:	MLS 94950 / 91682 / PPIN 22961
Comments:	Vacant parcel that was generally level. Residential Zoned.

Comparable Land Sale No. 4

Location:	433 West 4th Street, Hattiesburg
Date:	02/05/08
Sales Price:	$12,500
Site Size:	27,138+- Square Feet
Price/SqFt:	$0.52 SqFt
Confirmation:	MLS 72251 / PPIN 15379
Comments:	Vacant parcel that was generally level. Residential Zoned.

Comparable Land Sale No. 5

Location:	103 South Street, Hattiesburg
Date:	06/02/14
Sales Price:	$2,700
Site Size:	9,480+- Square Feet
Price/SqFt:	$0.28 SqFt
Confirmation:	MLS 96447 / Southern Prop. Gp.
Comments:	Vacant parcel that was generally level. Residential Zoned.

The sales indicated an adjusted range in value from $0.28 to $2.00 per square foot. After considering the comparable sales data, and allowing for size, location, topography and other pertinent factors, the final value of the subject parcel has been estimated to be $0.70 per square foot for the unencumbered portion of the subject site and $0.21 for the portion of the site that is encumbered with the existing Gordian Creek drainage easement.

The following is a breakdown of the subject's site and improvements value estimates from the Sales Comparison Approach:

Before value of the subject site

Unencumbered Portion				
14,698.6 SqFt	**@**	**$0.70**	**=**	**$ 10,289.02**
Encumbered Portion with Drainage Easement				
9,332.4 SqFt	**@**	**$0.21**	**=**	**$ 1,959.80**

Site value after the take

00,000 SqFt	**@**	**$0.00**	**=**	**$ 0,000.00**

Value of the site in the after condition **($ 00,000.00)**

==========

Total Value Estimate of the Take & Damages **$ 12,248.82**

Rounded ---------- **$ 12,250.00**

At your request, this appraisal report has been prepared in a brief narrative form. All data included in a full narrative report may not be found in this report, but if not, has been retained in my office files in rough form. Most of the supporting data has been included in the report.

Thank you for the opportunity to serve you. If I may be of further service in this matter, please do not hesitate to contact me.

Sincerely,



Greg Wheeler, RA-175

ADDENDA

STATE OF MISSISSIPPI

COUNTY OF FORREST

SWORN TO AND SUBSCRIBED BEFORE ME on this, the 19th day of January, A.D., 2016

Elizabeth Hollimon

Notary Public

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI
ELIZABETH HOLLIMON
NOTARY PUBLIC
ID No. 84929
My Comm. Expires
June 07, 2019
JONES COUNTY

Photograph Addendum

Borrower/Client	Jimmie & Rose Harrell						
Property Address	309 San Antonio St						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Lender	N/A						



Front View of the Subject Property



Rear View of the Subject Property

Photograph Addendum

Borrower/Client	Jimmie & Rose Harrell						
Property Address	309 San Antonio St						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Lender	City of Hattiesburg						



Street Scene
(San Antonio Street - West View)



Street Scene
(San Antonio Street - East View)

Photograph Addendum

Borrower/Client	Jimmie & Rose Harrell						
Property Address	309 San Antonio St						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Lender	City of Hattiesburg						



View of the drainage easement that runs along the eastern edge of the subject site.



View of the Gordens Creek Drainage Easement the runs along the rear portion of the subject site.

Plat Map

Borrower/Client	Jimmie & Rose Harrell						
Property Address	309 San Antonio St						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Lender	City of Hattiesburg						



Aerial Map

Borrower/Client	Jimmie & Rose Harrell						
Property Address	309 San Antonio St						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Lender	City of Hattiesburg						



Aerial Map

Borrower/Client	Jimmie & Rose Harrell						
Property Address	309 San Antonio St						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Lender	City of Hattiesburg						

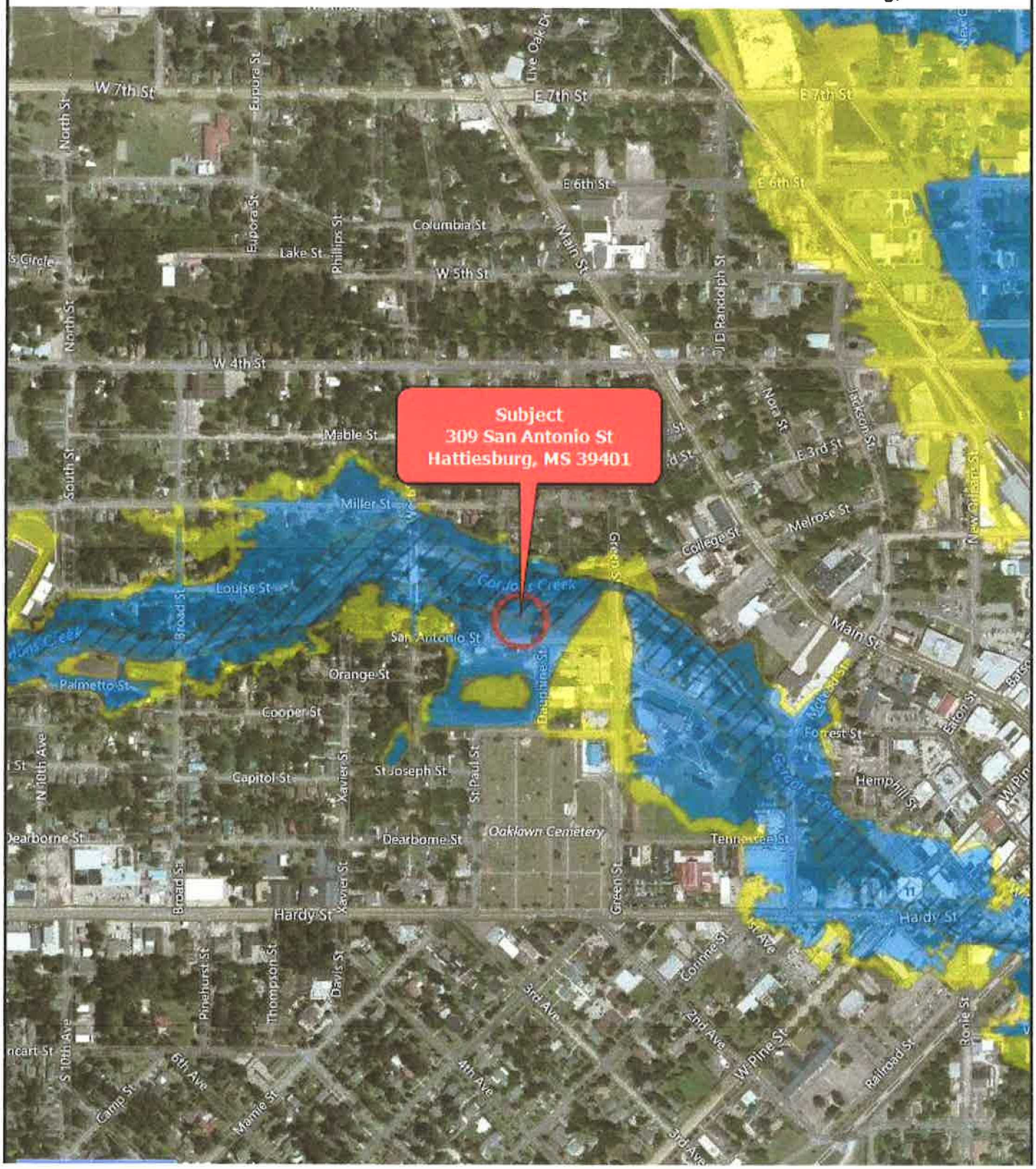


Flood Map

Borrower/Client	Jimmie & Rose Harrell						
Property Address	309 San Antonio St						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Lender	City of Hattiesburg						

InterFlood by a la mode

Prepared for: Wheeler Realty
309 San Antonio St
Hattiesburg, MS 39401



Forrest County Mississippi

Delta Computer Systems, Inc.

Property Appraisal Link

FORREST COUNTY, MS

Current Date **1/15/2016** Tax Year **2015**

APPRAISAL INQUIRY

PARCEL 2-029K-09-219.00	**ALT PARCEL NUMBER** 228 -0452-015-002.00
PPIN 019667	**SKETCH** 1
OWNER NAME	HARRELL JIMMIE & ROSE M
OWNER ADDRESS	308 HELVESTON ROAD
	HATTIESBURG MS394010000467
PROPERTY ADDRESS	309 SAN ANTIONO STREET

PROPERTY IS VACANT (Y/N) Y
FIELD WORK BY CH **DATE:** 1/ 1/1982
CLASSED BY CH **DATE:** 1/ 1/1982
REVIEWED BY SB **DATE:** 3/ 5/2009
REALTOR CODE

LEGAL DESCRIPTION

1	LT 4 TO 7 & VC ALY BLK 15
2	PREV #:H0452-11-002
3	680/466 11/9/92

Block 015 **Section** 09 **Township** 04N **Range** 13W
Book 1054 **Page** 416 **Type** WD **Date** 1/23/2009

LOT INFORMATION

LOT CODE 0452 **LOT SIZE** 100.0 X 240 **LOT VALUE** 17600

CODE	FRONT FT	DEPTH	PRICE	DEPTH TABLE	DEPTH %	ADJ. %	DESCRIPTION	ADJ PRICE	APPRAISED	CLASS
0452	100.00	240	170.00	9	1.09	1.00		185.30	17600	1

ACRE INFORMATION

ACRES	TYPE	QUAL CLASS	PRICE CODE	UNCULTIVATED CODE	PRICE	ADJ. %	DESCRIPTION	APPRAISED	MARKET

*** NO ACREAGE INFO ***

ACREAGE VALUE **OVERALL VALUE** 17600
LAND USE CODE CLASS 1 9110 VACANT LAND SUITABLE FOR
LAND USE CODE CLASS 2 9110 VACANT LAND SUITABLE FOR

BUILDING DESCRIPTIONS

NUMBER	CODE	BUILDING DESCRIPTION	VALUE	ELIGIBLE CLASS 1

*** NO BUILDING INFO ***

TOTAL PARCEL VALUE 17600

View Tax

Forrest County Mississippi

Delta Computer Systems, Inc

Property Link

FORREST COUNTY, MS

Current Date **1/15/2016**

Tax Year 2015

Records Last Updated **1/15/2016**

PROPERTY DETAIL

OWNER HARRELL JIMMIE & ROSE M
308 HELVESTON RD

HATTIESBURG MS 39401-0000

ACRES : **NA**
LAND VALUE : 17600
IMPROVEMENTS : **NA**
TOTAL VALUE: 17600
ASSESSED : 2640

PARCEL 2-029K-09-219.00
ADDRESS 309 SAN ANTIONO STREET

TAX INFORMATION

YEAR 2015	TAX DUE	PAID	BALANCE
COUNTY	166.77	0.00	166.77
CITY	130.73	0.00	130.73
SCHOOL	171.31	0.00	171.31
TOTAL	468.81	0.00	468.81

Pay Tax

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION

EXEMPT CODE		LEGAL	LT 4 TO 7 & VC ALY BLK 15
HOMESTEAD CODE	None		PREV #:H0452-11-002
TAX DISTRICT	1110		680/466 11/9/92
PPIN	019667		KAMPER JOHN SUB OF D & E
SECTION	09		
TOWNSHIP	04N		
RANGE	13W		
			B 1054 P 416 01/23/2009
Book 1054	Page 416		

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By

NO TAX SALES FOUND

View Appraisal Record

Back

Forrest County
Filed/Recorded [illegible]
Witness my hand and seal
Jimmy C. Hewes
Chancery Clerk

STATE OF MISSISSIPPI

COUNTY OF FORREST

WARRANTY DEED

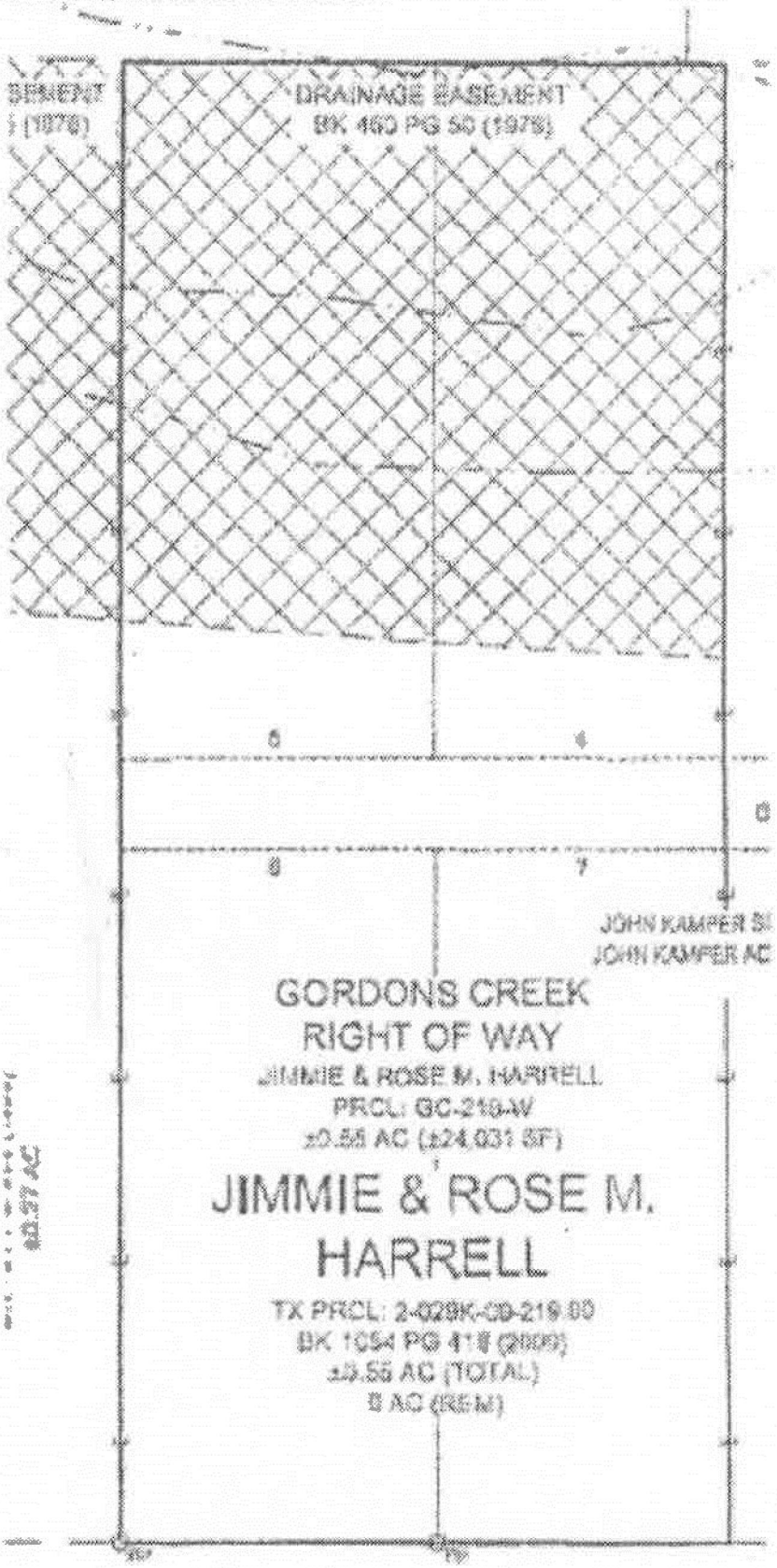
KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, I, **GEORGE H. TAYLOR, JR.** "Grantor", do hereby bargain, sell, convey, and warrant unto **JIMMIE HARRELL AND ROSE M. HARRELL**, "Grantees", as joint tenants with full rights of survivorship and not as tenants in common the real property situated in Forrest County, Mississippi, described as:

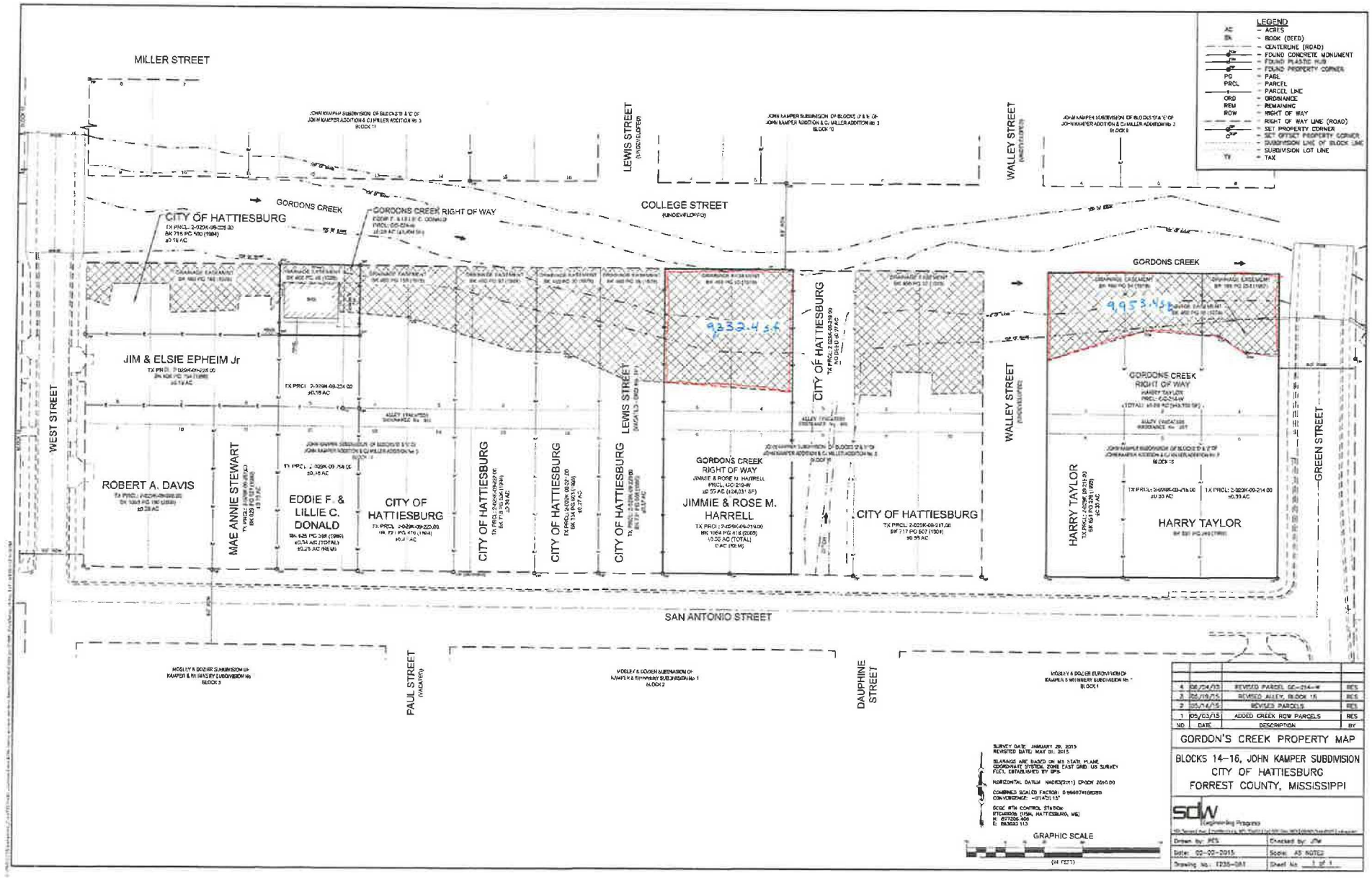
Lots 4, 5, 6 and 7 of Block 15 according to the map of the John Kamper Subdivision of Block D & E of the John Kamper Addition of the City of Hattiesburg and the map of the C. J. Miller Addition #3 of the City of Hattiesburg MS Addition to the City of Hattiesburg MS located in the North Half of the Northeast Quarter of Section 9 Township 4 North, Range 13 West and that portion of any alley lying between the above mentioned Lots 4 and 7 and between the above mentioned lots 5 and 6 said alley being 15 feet wide and 100 feet long corresponding with the width of lots 4,5,6 and 7 and being more particularly described as:

Beginning at the Southwest corner of Lot 6 in said block and survey and run thence North 240 feet to the NW corner of Lot 5 run thence run 100 feet to the NE corner of Lot 4, run thence South 240 feet to the Southeast corner of Lot 7 run thence West along the North edge of San Antonio St. 100 feet to the point of beginning subject to an easement for Gordan's Creek.

WITNESS MY SIGNATURE on this, the 23 day of January, 2009

George H. Taylor, Jr.


Rose and Jimmie Harrell
DRAINAGE EASEMENT
BK 460 PG 50 (1976)
JOHN KAMPER SR
JOHN KAMPER AC
GORDONS CREEK
RIGHT OF WAY
JIMMIE & ROSE M. HARRELL
PRCL: GC-219-W
±0.55 AC (±24,031 SF)
JIMMIE & ROSE M.
HARRELL
TX PRCL: 2-029K-00-219.00
BK 1054 PG 418 (2005)
±3.55 AC (TOTAL)
3 AC (REM)



NO	DATE	DESCRIPTION	BY
4	06/24/15	REVISED PARCEL 06-214-W	RES
3	06/19/15	REVISED ALLEY, BLOCK 15	RES
2	05/14/15	REVISED PARCELS	RES
1	05/03/15	ADDED CREEK ROW PARCELS	RES

GORDON'S CREEK PROPERTY MAP

BLOCKS 14–16, JOHN KAMPER SUBDIVISION
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

SURVEY DATE: JANUARY 29, 2015
REVISED DATE: MAY 01, 2015

BEARINGS ARE BASED ON MS STATE PLANE COORDINATE SYSTEM, ZONE EAST GRID, US SURVEY FEET, ESTABLISHED BY GPS.

HORIZONTAL DATUM: NAD83(2011) EPOCH 2010.00

COMBINED SCALED FACTOR: 0.99997410620
CONVERGENCE: -0°14'01.15"

POINT WITH CONTROL STATION:
PTCH8026 (1994, HATTIESBURG, MS)
N: 857206.406
E: 843032.113

Drawn by: JHS	Checked by: JDW
Date: 05-02-2015	Scale: AS NOTED
Drawing No.: 1235-081	Sheet No.: 1 of 1

Assumptions & Limiting Conditions

File No.: C015-0813

Property Address:	309 San Antonio St	City: Hattiesburg	State: MS	Zip Code: 39401	
Client:	City of Hattiesburg	Address:			
Appraiser:	Greg Wheeler	Address:	PO Box 15304, Hattiesburg, MS 39404-5304		

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.

GP LAND

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Definitions & Scope of Work

File No.: C015-0813

Property Address:	309 San Antonio St	City: Hattiesburg	State: MS	Zip Code: 39401	
Client:	City of Hattiesburg	Address:			
Appraiser:	Greg Wheeler	Address:	PO Box 15304, Hattiesburg, MS 39404-5304		

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 FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

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.):

GP LAND

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Certifications

File No.: C015-0813

Property Address: 309 San Antonio St City: Hattiesburg State: MS Zip Code: 39401

Client: City of Hattiesburg Address:

Appraiser: Greg Wheeler Address: PO Box 15304, Hattiesburg, MS 39404-5304

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:

SIGNATURES

Client Contact: The Honorable Michael McPhail Client Name: City of Hattiesburg

E-Mail: Address:

APPRAISER

Appraiser Name: Greg Wheeler

Company: Wheeler Realty

Phone: (601) 583-1006 Fax: (601) 544-7026

E-Mail: Gregwheeler@bellsouth.net

Date Report Signed: January 19, 2016

License or Certification #: RA-175 State: MS

Designation: RA-175, VA-5001790

Expiration Date of License or Certification: 12/31/2017

Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)

Date of Inspection: 01/15/2016

SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)

Supervisory or Co-Appraiser Name:

Company:

Phone: Fax:

E-Mail:

Date Report Signed:

License or Certification #: State:

Designation:

Expiration Date of License or Certification:

Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect

Date of Inspection:

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Comparable Sales Map

Borrower/Client	Jimmie & Rose Harrell				
Property Address	309 San Antonio St				
City	Hattiesburg	County Forrest	State MS	Zip Code 39401	
Lender	City of Hattiesburg				


a la mode, inc.
The leader in real estate technology
Comparable # 2
500 Melba Ave
Hattiesburg, MS 39401
1.18 miles W
Comparable # 4
433 W 4th St
Hattiesburg, MS 39401
0.31 miles NW
Subject
309 San Antonio St
Comparable # 3
803 Myrtle St
Hattiesburg, MS 39401
0.82 miles W
Comparable # 5
103 South St
Hattiesburg, MS 39401
0.47 miles NW
Comparable # 1
246 1/2 Dauphine St
Hattiesburg, MS 39401
0.10 miles SE
Irma St
Geneva St
North St
Cahal St
W Red St
E Red St
E 10th St
E 9th St
E 7th St
E 6th St
E 5th St
Roseland Park Cemetery
Hercules Ave
Providence St
Inez St
Lula Ave
Columbia St
Lake St
W 6th St
W 5th St
W 4th St
Vicker's Circle
Oliver Ave
Gay Ave
Rawls Ave
North St
South St
Randolph St
Duane St
Stadium Dr
Miller St
West St
San Antonio St
Main St
Forrest St
Quinn St
Circle
High St
Jaycee Park
Hardy St
Concart St
Camp St
Eva St
Brooklane Dr
Adeline St
Hattiesburg Zoo
Kamper Park
Gordons Creek
Broadway Dr
W Pine St
6th Ave
5th Ave
3rd Ave
W Railroad St
Railroad St
Elizabeth Ave
Katie Ave
Rosa Ave
Willis Ave
May Ave
Fredna Ave
Ruby Ave
Cypress Ave
Fuller St
Frisco St
Bartur St
Service Dr
Pineview Dr
Crestview Ct
Emerald Ln
Timothy Ln
Corinne St
Finlo Dr
Royal St
Guy Eaton St
Francis St
Dumas Ave
Martin Luther King Ave
Charles St
John St
Ronie St
Dabbs St
Spencer St
Hicks St
Marie St
Myrtle St
Lumy Ave
Xavier St
Green St
Lewis St
Mamie St
Harley
Corinne St
Park Ave
Patton Ave
Kimball Ave
Meadow Dr
Melba Ave
Hercules Ave
Gravel St
Kinnard St
Scott St
Allen St
Dewey St
Old Hwy
Mixon St
Glendale Ave
Stanley St
Redus St
Coit St
Inez St
Randolph St
New Orleans St
W Pine St
Hall Ave
Broadway Dr
Gordons Creek
Crestview Ct
Emerald Ln
Timothy Ln
Corinne St
Finlo Dr
Royal St
Guy Eaton St
Francis St
Dumas Ave
Martin Luther King Ave
Charles St
John St
Ronie St
Dabbs St
Spencer St
Hicks St
Marie St
Myrtle St
Lumy Ave
Xavier St
Green St
Lewis St
Mamie St
Harley
Corinne St
Park Ave
Patton Ave
Kimball Ave
Meadow Dr
Melba Ave
Hercules Ave
Gravel St
Kinnard St
Scott St
Allen St
Dewey St

SECTION 53 R-1B SINGLE-FAMILY RESIDENTIAL DISTRICT - 7,500 SQUARE FEET

53.01 General Description: The principal use is for single-family dwellings and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

53.02 Uses Permitted: The following uses of property, buildings or structures:

1. Accessory structure located on same lot
2. **RESERVED** *(Removed by Ord. 2799, Sec. 1, 9/17/02)*
3. Home Occupation, See Section 82
4. Single family detached dwelling
5. Parking, see Section 89, Off-Street/On-Street Parking
6. Private Pier, boathouse, slip, and dock, as an accessory use
7. Public Park and playground
8. Sign, see Section 95, Sign Regulations
9. RESERVED
10. RESERVED
11. RESERVED
12. RESERVED
13. RESERVED
14. RESERVED
15. RESERVED

53.03 Uses Permitted on Review by the Planning Commission: The following uses may be permitted upon review. See Section 42, Public Hearing Procedure; see Section 78 Buffer Strip Regulations. Additional conditions may be required.

1. Art gallery or museum (public)

2. Golf Course, not including commercial miniature course or stand-alone driving range

3. RESERVED

4 Library (public)

5. Parking/Parking Lot: See Section 89, Off-street Parking Regulations, not permitted in front setback

6. Private Parks and Playgrounds

7. Public or private school offering general courses, but not including business or commercial school or college

8. Public use

9. Utilities, see Section 97

10. Day Care Centers *(Added by Ord. 2438, Sec. 1, 12/22/92)*

11. Church *(Added by Ord. 2799, Sec. 2, 9/17/02)*

12. RESERVED

13. RESERVED

14. RESERVED

15. RESERVED

53.04 Area and Setback Regulations: Yards:

1. Front: Setback a minimum of twenty-five (25) feet.

2. Side:

   A. On interior lots there shall be a side yard on each side of a building having a width of not less than ten (10) feet.

   B. On corner lots the side yard regulation shall be the same as for interior lots except in the case of reversed frontage where the corner lot rears on the side

of a lot facing the other intersecting street, in which case, there shall be a side yard on the corner lot of not less than fifty (50) percent of the front yard required on the lot abutting the rear of the corner lot or lot separated only by an alley. No accessory buildings on said corner lot shall project beyond the front yard line of the lots in the rear, nor shall any building be erected, reconstructed, altered or enlarged, closer than five (5) feet to the line of the abutting lot to the rear.

3. Rear: Setback a minimum of twenty-five (25) feet measured from the rear main building line. Unattached accessory structures may not be located within five (5) feet of a rear lot line, to five (5) feet of a side lot line, and shall not be located closer than sixty (60) feet to the front lot line.

4. Roof overhangs or appurtenances not at grade may project from outside wall of residence no more than three (3) feet into required setback, and are not considered as part of the setback.

5. Outside air conditioning units or similar installations shall be setback a minimum of five (5) feet from any property line.

6. Lot Width: A minimum of fifty (50) feet at building setback line.

7. Lot Area: A minimum of 7,500 square feet. For lots not served by sanitary sewer service the following requirements shall apply:

   A. For lots not served by public sanitary sewer or central disposal system, any individual on site waste water disposal system (septic tank) proposed for use shall be comply with State Law. In all instances, an individual on site waste water disposal system must be installed and continually operated in compliance with specifications set forth by State Law.

   B. When sanitary sewer is provided to a lot, the existing or planned development/structure shall be required to (hook-up) use said sanitary sewer.

8. Height Regulations: No building structure shall exceed thirty-five (35) feet in height.

9. Lot Coverage: The impervious surface area shall not cover over fifty (50) percent of the lot area.

10. Driveways: Driveway or automobile access laid out in the R-1B District shall not be greater in width than twenty (20) feet, and no lot shall be provided with more than two (2) street right-of-way accesses per street frontage.

QUALIFICATIONS OF GREG WHEELER

EDUCATION:

Diploma in 1980	Hattiesburg High School Hattiesburg, Mississippi Business Emphasis
Diploma in 1987	University of Southern Mississippi Hattiesburg, Mississippi Bachelor of Science in Real Estate/Insurance

Courses Completed in Real Estate:

REI 330 (Real Estate Principles)
REI 340 (Real Estate Law)
REI 432 (Real Estate Finance)
REI 434 (Income Property Valuation)
REI 470 (Real Estate Brokerage)

Received a passing grade on the SREA Course 101:
"An Introduction to Appraising Real Property"
at the University of San Francisco, July 8 - 19, 1985;

Received a passing grade on the AIREA Course 8-2:
"Residential Valuation"
at the University of San Diego, June 12-19, 1987;

Passed the Mississippi Real Estate License Exam in February, 1985,
Salesman Number (S-18224);

Passed the Mississippi Real Estate Brokers Exam in March, 1985, Broker Number (9669);

Passed the experience credits requirement for the SRA designation from the
Appraisal Institute;

Passed the Mississippi Certified Residential Real Estate Exam in 1991,
License Number (RA-175).

QUALIFICATIONS OF GREG WHEELER (Continued)

WORK EXPERIENCE:

1980 - 1984	Employed by J. Ed Turner, Inc.
1984 - 1989	Employed as an independent fee appraiser for J. Ed Turner, Inc.
1990 - Present	Owner/Broker of Wheeler Realty

MISCELLANEOUS:

Member of the Hattiesburg Board of Realtors;

Member of the National Association of Realtors;

Member of the Hattiesburg Multiple Listing Services, Inc.;

Associate member of the Hattiesburg Mortgage Bankers Association;

Certified Residential Real Estate Appraiser, (RA-175).

State of Mississippi

Mississippi Real Estate Appraiser Licensing and Certification Board

This is to certify that *GREG J. WHEELER* License Number (originally issued 09/22/93) *RA-175*

Whose place of business is located at 301 Humble Avenue, Suite 117, Hattiesburg, Mississippi 39401

is duly licensed as a **State Certified Residential Real Estate Appraiser** in the State of Mississippi from the date of issuance. The license will remain in force when properly supported by a current pocket identification card. In witness thereof, the MISSISSIPPI REAL ESTATE APPRAISER LICENSING AND CERTIFICATION BOARD has caused this license to be issued by virtue of the authority vested in it by Section 73-34 of the Mississippi Code of 1972 annotated.

In witness thereof, we have caused the Official Seal to be affixed, this the 19th day of November, 2001

STATE OF MISSISSIPPI
MISSISSIPPI REAL ESTATE APPRAISER
LICENSE AND CERTIFICATION BOARD
LICENSE NO.
THIS IS TO CERTIFY THAT RA-175
Greg J Wheeler
HAS BEEN GRANTED A LICENSE AS A
STATE CERTIFIED RESIDENTIAL
REAL ESTATE APPRAISER
FOR THE PERIOD 12/31/2015 - 12/31/2017
VOID UNLESS SIGNED BY LICENSEE

State of Mississippi
MISSISSIPPI REAL ESTATE COMMISSION
LICENSE # 10865 STATUS Active
HAS BEEN GRANTED A LICENSE AS A
WHEELER REALTY, INC.
REAL ESTATE BROKER
Expiration date 12/31/15- 12/31/17
SIGNATURE OF LICENSEE
ROBERT E. PRAYTOR, ADMINISTRATOR

State of Mississippi
MISSISSIPPI REAL ESTATE COMMISSION
LICENSE # 9669 STATUS Active
HAS BEEN GRANTED A LICENSE AS A
WHEELER REALTY, INC.
REAL ESTATE BROKER
Expiration date 12/31/15- 12/31/17
SIGNATURE OF LICENSEE
ROBERT E. PRAYTOR, ADMINISTRATOR

FILED
JAN 25 2016
FORREST COUNTY CIRCUIT CLERK

IN THE SPECIAL COURT OF EMINENT DOMAIN
FORREST COUNTY, MISSISSIPPI

CITY OF HATTIESBURG — **PLAINTIFF**

V. — **CIVIL ACTION NO. CO-015-0812**

HARRY TAYLOR AND
J. ED MORGAN, in his capacity as Commissioner
of the MISSISSIPPI DEPARTMENT OF REVENUE — **DEFENDANTS**

ORDER GRANTING PLAINTIFF RIGHT OF IMMEDIATE TITLE AND POSSESSION

THIS DAY this cause came on to be heard on motion, *ore tenus,* of the Plaintiff, the City of Hattiesburg, for an *Order Granting Plaintiff Right of Immediate Title and Possession* and entry upon the land being condemned and as more specifically described in Exhibit "A" which is attached hereto and made a part hereof for all purposes.

The Court finds that Greg Wheeler was appointed by *Order* of this Court dated December 29, 2015, to appraise the property which is the subject of this cause. The Court further finds that said appraiser has filed with this Court and the Clerk of the Court the requisite number of copies of the appraisal report which is subject to the review of this Court.

Further, the Court finds that Greg Wheeler has submitted an invoice, a copy of which is attached hereto as Exhibit "B" and made a part hereof for all purposes, in the amount of One Thousand and no/100 Dollars ($1,000.00) for services rendered. The Court finds that based upon the degree of difficulty and the time required to perform said appraisal, the amount of One Thousand and no/100 Dollars ($1,000.00) should be awarded as compensation for said appraiser's services in this matter.

The Court further finds that the report of the Court-appointed appraiser shows the sum of Twenty Five Thousand Three Hundred and Fifty and no/100 Dollars ($25,350.00) as total compensation and damages for the taking of the Defendants' land; that proper notice of said

appraisal report has been given to the Court and to the parties as required by law, and the Court, having reviewed the Court-appointed appraiser's appraisal, finds that the appraisal conforms to that which was ordered by this Court; and the Court, making a judicial determination of public use, finds that said motion is well taken and Plaintiff is entitled to immediate title and possession of and entry upon said land as described in Exhibit "A" attached hereto.

IT IS, THEREFORE, ORDERED AND ADJUDGED that Plaintiff, the City of Hattiesburg, be and it is hereby granted immediate title and possession of and entry upon the land sought to be condemned as described in Exhibit "A" attached hereto and in the *Complaint* filed herein, provided that Plaintiff deposit with the Clerk of this Court the payment due for said appraiser's services in this matter in the amount of One Thousand and no/100 Dollars ($1,000.00) and an amount equal to the amount of compensation and damages due to the Defendants as determined by said Court-appointed appraisal in the amount of Twenty Five Thousand Three Hundred and Fifty and no/100 Dollars ($25,350.00) for a total amount of Twenty Six Thousand Three Hundred and Fifty and no/100 Dollars ($26,350.00); that upon receipt of this amount, the Clerk is directed to immediately disburse from said amount the appraiser's fee to said appraiser without further Order of this Court, and disburse the remaining funds deposited with the Court to Defendant, Harry Taylor.

IT IS FURTHER ORDERED AND ADJUDGED that the Defendants, only if presently occupying the property in question, shall have thirty (30) days after the deposit of the aforesaid amount to vacate the portion of the property described in Exhibit "A" attached hereto, the date of deposit being the time that the full amount required is deposited with the Clerk of this Court.

SO ORDERED AND ADJUDGED on this 25th day of January, 2016.

MICHAEL W. McPHAIL, JUDGE
SPECIAL COURT OF EMINENT DOMAIN

Prepared by:



Derek R. Arrington, MS Bar No. 99518
Jackson & Arrington, PLLC
P. O. Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309
(601) 264-6044 facsimile

Read and Agreed:

_____

R. Andrew Foxworth
Foxworth & Shepard, PA
Post Office Box 747
Columbia, MS 39429

Prepared by:

Derek R. Arrington, MS Bar No. 99518
Jackson & Arrington, PLLC
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Hattiesburg, MS 39404-5517
(601) 264-3309
(601) 264-6044 facsimile

Read and Agreed:

R. Andrew Foxworth
Foxworth & Shepard, PA
Post Office Box 747
Columbia, MS 39429
(601)736-1122
ATTORNEY FOR HERRON TAYLOR

Exhibit "A"

All of Lots 1 though 6, inclusive, of Block 16 of the John Kamper Subdivision of Blocks D & E of the John Kamper Addition to the City of Hattiesburg and the Map of the C. J. Miller Addition No. 3, in the City of Hattiesburg as per Map or Plat thereof on file in the Office of the Chancery Clerk in the County of Forrest, State of Mississippi

The above described being the same as that found in Record Deed Book 691, Page 280 (County Tax Parcels No. 2-029K-09-214.00 and 2-029K-09-215.00) and Record Deed Book 691, Page 278 (County Tax Parcel No. 2-029K-09-216.00) on file thereof in the Office of the Chancery Clerk of said Forrest County.

and also that certain vacated alley lying and being situated north of Lots 4, 5, and 6 and south of Lots 1, 2, and 3, Block 16 of the John Kamper Subdivision of Blocks D & E of the John Kamper Addition to the City of Hattiesburg and Map of the C. J. Miller Addition No. 3, City of Hattiesburg, Forrest County, Mississippi.

Exhibit "B"

Wheeler Realty

FROM:

Greg Wheeler
P.O. Box 15304
Hattiesburg, MS 39404

Telephone Number: 601-583-1006 Fax Number: gregwheeler@bellsouth.net

TO:

The Honorable Michael McPhail
Judge, Special Court of Eminent Domain
Forrest County, Hattiesburg, MS 39401
Civil Action No. C015-0812

Telephone Number:
Alternate Number:
Fax Number:
E-Mail:

INVOICE

INVOICE NUMBER

San Antonio Street (3 Parcels)

DATE

January 15, 2016

REFERENCE

Internal Order #:
Lender Case #:
Client File #: C015-0812
Main File # on form: C015-0812
Other File # on form:
Federal Tax ID:
Employer ID:

DESCRIPTION

Lender: N/A
Client: City of Hattiesburg
Purchaser/Borrower: Harry Taylor
Property Address: San Antonio Street (3 Parcels)
City: Hattiesburg
County: Forrest
State: MS
Zip: 39401
Legal Description:

FEES	AMOUNT
San Antonio St (C015-0812)	1,000.00
SUBTOTAL	1,000.00

PAYMENTS			AMOUNT
Check #:	Date:	Description:	
Check #:	Date:	Description:	
Check #:	Date:	Description:	
		SUBTOTAL	
		TOTAL DUE	$ 1,000.00

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
HARRY TAYLOR

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
807 LAFAYETTE

Requester's name and address (optional)

6 City, state, and ZIP code
COLUMBIA MS 39429

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
425 - 78 - 5612

or

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** Harry Taylor **Date ▶** 12/7/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

FILED
JAN 19 2016
FORREST COUNTY CIRCUIT CLERK

THE HONORABLE MICHAEL McPHAIL
JUDGE, SPECIAL COURT OF EMINENT DOMAIN
FORREST COUNTY, HATTIESBURG, MISSISSIPPI 39401

City of Hattiesburg v. Harry Taylor and
J. Ed Morgan, in his capacity as
Commissioner or the
Mississippi Department of Revenue
Civil Action No. C015-0812

Forrest County Special Court of Eminent Domain
Civil Action No. C015-0812

APPRAISAL REPORT

October 16, 2015

The Honorable Michael McPhail
Judge, Special Court of Eminent Domain
Forrest County
Hattiesburg, MS 39401

RE: Harry Taylor and J. Ed Morgan, in his capacity as
Commissioner or the Mississippi Department of Revenue
Civil Action No. C015-0812

Dear Judge McPhail:

In accordance with your request, I have made an inspection and investigation of the property located at the corner of San Antonio Street and Green Street, Hattiesburg, Mississippi that is owned by Harry Taylor according to the Forrest County Tax Assessors Record Card. The purpose of this appraisal is to form an opinion of the Market Value, in fee simple, as of October 16, 2015 both before and after the taking of the entire subject site that consist of 43,193+- square feet (.99 Acres). October 16, 2015 was the date of the filing of the complaint to condemn. The subject property was inspected on January 15, 2016. The subject site that is located along the northern portion of San Antonio Street, west of Green Street and south of the Gordens Creek.

The difference in the before and after value opinions reflects the opinion of the value of the acquisition and damages, if any, to the remainder, if any of the subject property.

> Market Value is defined as the most probable price in cash, terms equivalent to cash, or in other precisely revealed terms, for which the property will sell in an open and competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self interest, and assuming that neither is under undue duress.

NEIGHBORHOOD DATA

The subject property consist of six lots that are located in the northeastern section of Hattiesburg, in Forrest County and inside the Hattiesburg city limits. The immediate subject area consists primarily of a mixture of single family, office space, some commercial and a few multi-family properties. Most of the single family dwellings in the area are older frame dwellings that appear to be receiving adequate maintenance and upkeep. San Antonio Street is located a few blocks south of West 4th Street and just West of Green Street in an area that consist of mainly single family dwellings. West 4th Street is a major east-west artery connecting the northeastern portion of the city with the University of Southern Mississippi and the northwestern portion of Hattiesburg. This area is well suited for residential purposes and very few vacant lots are remaining in the area.

SITE DATA

The subject site consist of a total of four lots (1,2,3,4,5 & 6) that are located on the northern side of San Antonio Street, western side of Green Street and south of the Gordens Creek. According to the attached survey and plat, the entire parcel is rectangular in shape and has 180+- feet of public road frontage along San Antonio Street and extends to a uniform depth of 240+- feet along Green Street. The appraiser noted that lots 1, 2 & 3 currently have an existing drainage easement that runs through those lots and contain 9,953,4 square feet. The existing drainage easement would limit the usability for a large portion of lots 1, 2 & 3 and the value opinion for this portion of the site would be diminished in the appraisers opinion. A survey of the subject site along with the existing Gordens Creek drainage easement has been included in the addenda section of this appraisal report in order to assist the reader in visualizing the subject parcel. According to FEMA flood map #28035C0108D, dated March 2, 2010, the site does appear to be located within zones AE and X500 of a FEMA flood hazard area. A copy of the FEMA flood maps has been included in the addenda section of this appraisal report. The site contains a total of 43,193+- square feet and is generally level and at street grade. The site is zoned R-1B (Single Family Residential District – 7,500 square feet minimum site size) according to the zoning authorities with the City of Hattiesburg. A copy of the legal permitted uses for the R-1B zoning has been included in the addenda section of this appraisal report. The City of Hattiesburg proposes to take the entire 43,193+- square feet site that consist of all of lots 1,2,3,4,5 & 6 and the vacated alley in Block 16 of the John Kamper Subdivision of Blocks D & E of the John Kamper Addition.

PROPERTY HISTORY

The property has been under the present ownership for in excess of 3 years according to the Forrest County Tax Assessor Record Cards. According to the Forrest County Tax Assessor Office, the subject parcels are currently owned by Harry Taylor. The taxes for 2015 were as follows: Parcel number 2-029K-09-214.00 (Lots 1 & 6) is $281.29, Parcel number 2-029K-09-215.00 (Lots 2 & 5) is 281.29 and Parcel number 2-029K-09-216.00 (Lots 3 & 4) is 281.39. Total taxes for all three parcels and all six lots with the vacated alley is $843.87. A MLS search did not note any prior listings for the subject property over the past 3 years.

HIGHEST AND BEST USE

In order to estimate the Highest and Best Use for the subject, the four criteria for Highest and Best Use were considered. These are 1) physically possible, 2) legally permissible, 3) financially feasible, and 4) maximally productive. After considering these factors, the Highest and Best Use of the site as currently zoned (R-1B) and vacant is estimated to be for residential use. SEE ADDENDA PAGES FOR THE LIST OF LEGAL AND PERMISSABLE USES UNDER THE R-1B ZONING.

APPRAISAL PROCESS

In good appraisal practice, three approaches to value are normally used to arrive at a value conclusion for a given property. These approaches are the Sales Comparison Approach, the Cost Approach, and the Income Approach. The Sales Comparison Approach is based on deriving a value indication by comparing properties that have been sold recently to the subject property and adjusting the sales price of the comparables for any basic differences. The Income Approach considers the present value of the future benefits of income and ownership. To estimate the income potential of the subject, comparable rents are obtained and reconciled to the subject, then a deduction is made for anticipated expenses.

The resulting net income is then capitalized into value using a rate supported by market data. The Cost Approach provides a value indicator based on the cost to reproduce the improvements less any observed depreciation. The value estimate of the land developed through the Sales Comparison Approach is then added to the depreciated value estimate of the improvements. As previously noted, the subject parcel is currently vacant and only the land value is considered in this appraisal. Therefore, only the Sales Comparison Approach was utilized as it is the only approach deemed applicable to the valuation of the subject property.

SCOPE AND INTENDED USE

This appraisal is intended to assist the client, Judge Michael McPhail in evaluating the subject property and forming an opinion of value for the just compensation due the property owner in an eminent domain case involving the subject property. In preparing this appraisal, the appraiser inspected the subject site, the proposed acquisition area, and gathered and confirmed information on comparable land sales and listings then applied the Sales Comparison Approach to arrive at an indication of value.

This summary appraisal report is a brief recapitulation of the appraiser's data, analysis, and conclusions. Supporting documentation has been retained in the appraiser's file.

SALES COMPARISON APPROACH

The following land sales were considered in the Sales Comparison Approach:

Comparable Land Sale No. 1

Location:	246 ½ Dauphine St, Hattiesburg
Date:	05/23/14
Sales Price:	$15,000
Site Size:	7,500+- Square Feet
Price/SqFt:	$2.00 SqFt
Confirmation:	Appraisal Files – Hattiesburg School District
Comments:	Vacant parcel at the time of sale. Residential Zoned

Comparable Land Sale No. 2

Location:	500 Melba Avenue, Hattiesburg
Date:	04/06/11
Sales Price:	$5,000
Site Size:	13,280+- Square Feet
Price/SqFt:	$0.38/SqFt
Confirmation:	MLS 83133 / Realty Executives
Comments:	Vacant parcel that was generally level. Residential Zoned

Comparable Land Sale No. 3

Location:	803 Myrtle Street, Hattiesburg
Date:	04/01/14
Sales Price:	$2,550
Site Size:	8,610+- Square Feet
Price/SqFt:	$0.30/SqFt
Confirmation:	MLS 94950 / 91682 / PPIN 22961
Comments:	Vacant parcel that was generally level. Residential Zoned.

Comparable Land Sale No. 4

Location:	433 West 4th Street, Hattiesburg
Date:	02/05/08
Sales Price:	$12,500
Site Size:	27,138+- Square Feet
Price/SqFt:	$0.52 SqFt
Confirmation:	MLS 72251 / PPIN 15379
Comments:	Vacant parcel that was generally level. Residential Zoned.

Comparable Land Sale No. 5

Location:	103 South Street, Hattiesburg
Date:	06/02/14
Sales Price:	$2,700
Site Size:	9,480+- Square Feet
Price/SqFt:	$0.28 SqFt
Confirmation:	MLS 96447 / Southern Prop. Gp.
Comments:	Vacant parcel that was generally level. Residential Zoned.

The sales indicated an adjusted range in value from $0.28 to $2.00 per square foot. After considering the comparable sales data, and allowing for size, location, topography and other pertinent factors, the final value of the subject parcel has been estimated to be $0.70 per square foot for the unencumbered portion of the subject site and $0.21 for the portion of the site that is encumbered with the existing Gordian Creek drainage easement.

The following is a breakdown of the subject's site and improvements value estimates from the Sales Comparison Approach:

Before value of the subject site

Unencumbered Portion				
33,239.6 SqFt	**@**	**$0.70**	=	**$ 23,267.72**
Encumbered Portion with Drainage Easement				
9,953.4 SqFt	**@**	**$0.21**	=	**$ 2,090.21**

Site value after the take

00,000 SqFt	**@**	**$0.00**	=	**$ 0,000.00**

Value of the site in the after condition **($ 00,000.00)**

==========

Total Value Estimate of the Take & Damages **$ 25,357.93**

Rounded ---------- **$ 25,350.00**

At your request, this appraisal report has been prepared in a brief narrative form. All data included in a full narrative report may not be found in this report, but if not, has been retained in my office files in rough form. Most of the supporting data has been included in the report.

Thank you for the opportunity to serve you. If I may be of further service in this matter, please do not hesitate to contact me.

Sincerely,



Greg Wheeler, RA-175

ADDENDA

STATE OF MISSISSIPPI

COUNTY OF FORREST

SWORN TO AND SUBSCRIBED BEFORE ME on this, the 19th day of January, A.D., 2016

Elizabeth Hollimon

Notary Public

MY COMMISSION EXPIRES



Photograph Addendum

Borrower/Client	Harry Taylor						
Property Address	San Antonio St (3 Parcels)						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Lender	N/A						



Front View of the Subject Property



Rear View of the Subject Property

Photograph Addendum

Borrower/Client	Harry Taylor						
Property Address	San Antonio St (3 Parcels)						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Lender	City of Hattiesburg						



Street Scene
(San Antonio Street - West View)



Street Scene
(San Antonio Street - East View)

Photograph Addendum

Borrower/Client	Harry Taylor						
Property Address	San Antonio St (3 Parcels)						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Lender	City of Hattiesburg						



Street Scene
(Green Street - North View)



Street Scene
(Green Street - South View)

Photograph Addendum

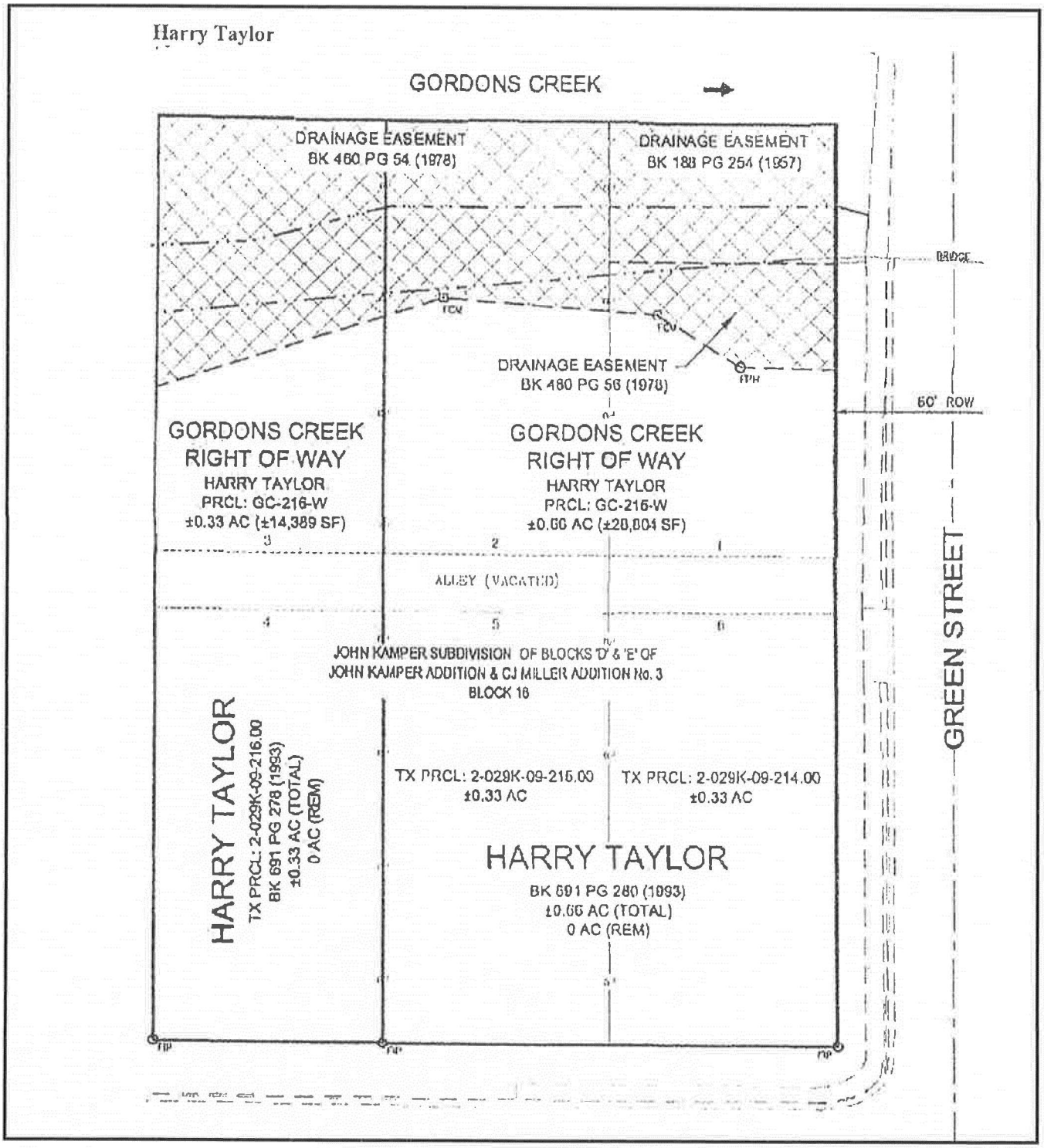
Borrower/Client	Harry Taylor						
Property Address	San Antonio St (3 Parcels)						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Lender	City of Hattiesburg						

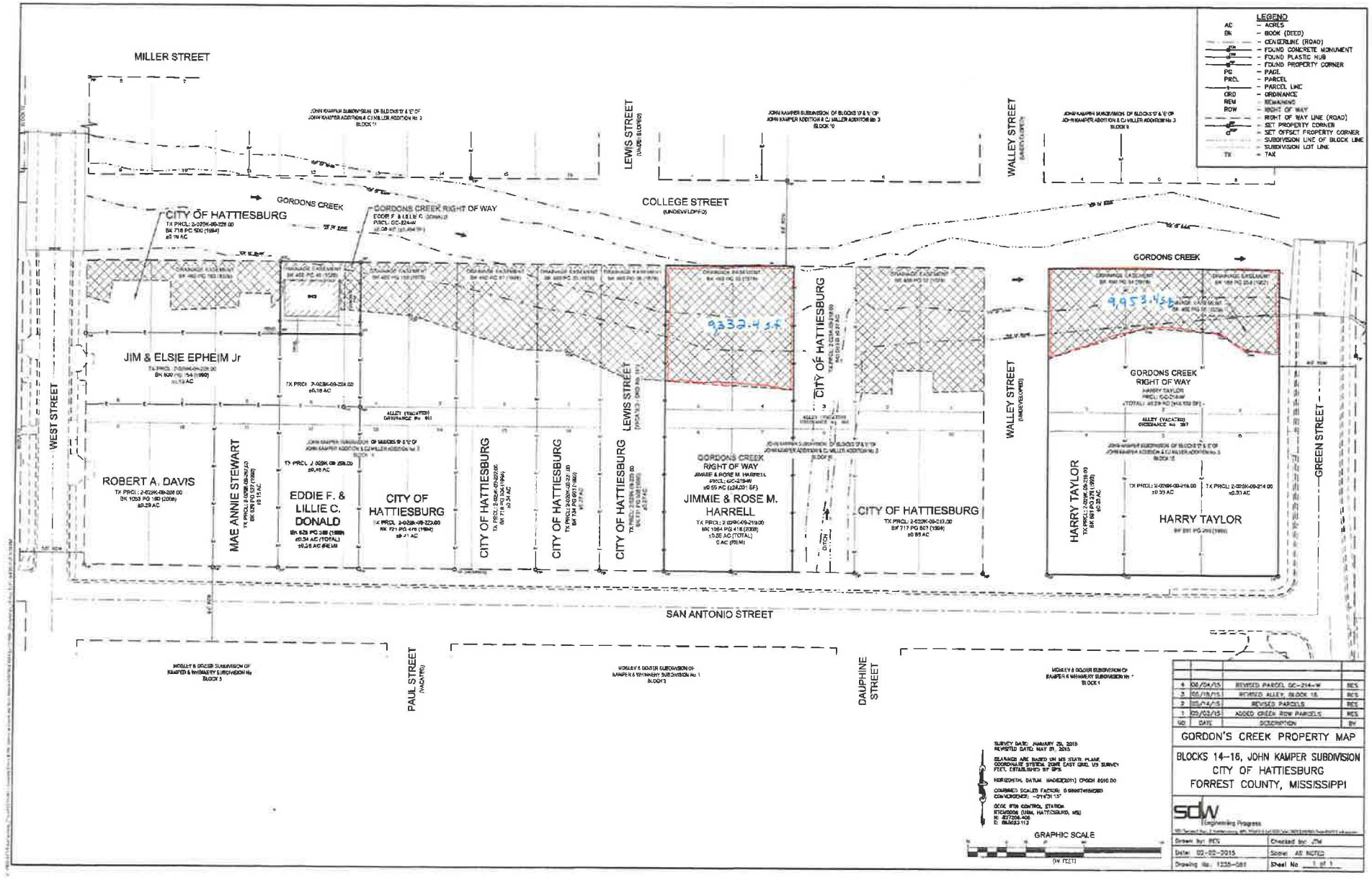


View of the Gordens Creek Drainage Easement the runs along the rear portion of the subject site.

Plat Map

Borrower/Client	Harry Taylor				
Property Address	San Antonio St (3 Parcels)				
City	Hattiesburg	County Forrest	State MS	Zip Code 39401	
Lender	City of Hattiesburg				





NO	DATE	DESCRIPTION	BY
4	06/04/15	REVISED PARCEL GC-214-W	RES
3	05/19/15	REVISED ALLEY, BLOCK 16	RES
2	05/14/15	REVISED PARCELS	RES
1	05/03/15	ADDED CREEK ROW PARCELS	RES

GORDON'S CREEK PROPERTY MAP

BLOCKS 14-16, JOHN KAMPER SUBDIVISION
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

SDW Engineering Progress

Drawn by: RES	Checked by: JTM
Date: 05-02-2015	Scale: AS NOTED
Drawing No.: 1235-001	Sheet No. 1 of 1

Forrest County Mississippi — Delta Computer Systems, Inc.

Property Link

FORREST COUNTY, MS

Current Date **1/15/2016**

Tax Year 2015
Records Last Updated **1/15/2016**

PROPERTY DETAIL

OWNER TAYLOR HARRY
P O BOX 986
COLUMBIA MS 39429

ACRES : **NA**
LAND VALUE : 10560
IMPROVEMENTS : **NA**
TOTAL VALUE: 10560
ASSESSED : 1584

PARCEL 2-029K-09-214.00
ADDRESS SAN ANTIONO STREET

TAX INFORMATION

YEAR 2015	TAX DUE	PAID	BALANCE
COUNTY	100.06	0.00	100.06
CITY	78.44	0.00	78.44
SCHOOL	102.79	0.00	102.79
TOTAL	281.29	0.00	281.29

Pay Tax

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION

EXEMPT CODE		**LEGAL**	LT 1 & 6 BLK 16
HOMESTEAD CODE	None		PREV #:H0452-12-001
TAX DISTRICT	1110		B691 P280 5/93
PPIN	019669		KAMPER JOHN SUB OF D & E
SECTION	09		
TOWNSHIP	04N		
RANGE	13W		

Book **Page**

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 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

Forrest County Mississippi

Delta Computer Systems, Inc.

Property Appraisal Link

FORREST COUNTY, MS

Current Date **1/15/2016** Tax Year **2015**

APPRAISAL INQUIRY

PARCEL 2-029K-09-214.00	**ALT PARCEL NUMBER** 228 -0452-016-001.00
PPIN 019669	**SKETCH** 1
OWNER NAME	TAYLOR HARRY
OWNER ADDRESS	P O BOX 986
	COLUMBIA MS39429
PROPERTY ADDRESS	SAN ANTIONO STREET

PROPERTY IS VACANT (Y/N) N
FIELD WORK BY CH **DATE:** 1/ 1/1982
CLASSED BY CH **DATE:** 1/ 1/1982
REVIEWED BY SB **DATE:** 3/ 5/2009
REALTOR CODE

LEGAL DESCRIPTION

1 LT 1 & 6 BLK 16
2 PREV #:H0452-12-001
3 B691 P280 5/93

Block 016 **Section** 09 **Township** 04N **Range** 13W

LOT INFORMATION

LOT CODE 0452 **LOT SIZE** 60.0 X 240 **LOT VALUE** 10560

CODE	FRONT FT	DEPTH	PRICE	DEPTH TABLE	DEPTH %	ADJ. %	DESCRIPTION	ADJ PRICE	APPRAISED	CLASS
0452	60.00	240	170.00	9	1.09	1.00		185.30	10560	1

ACRE INFORMATION

ACRES	TYPE	QUAL. CLASS	PRICE CODE	UNCULTIVATED CODE	PRICE ADJ. %	DESCRIPTION	APPRAISED	MARKET

*** NO ACREAGE INFO ***

ACREAGE VALUE **OVERALL VALUE** 10560
LAND USE CODE CLASS 1 9100 UNDEVELOPED AND UNUSED L
LAND USE CODE CLASS 2 9100 UNDEVELOPED AND UNUSED L

BUILDING DESCRIPTIONS

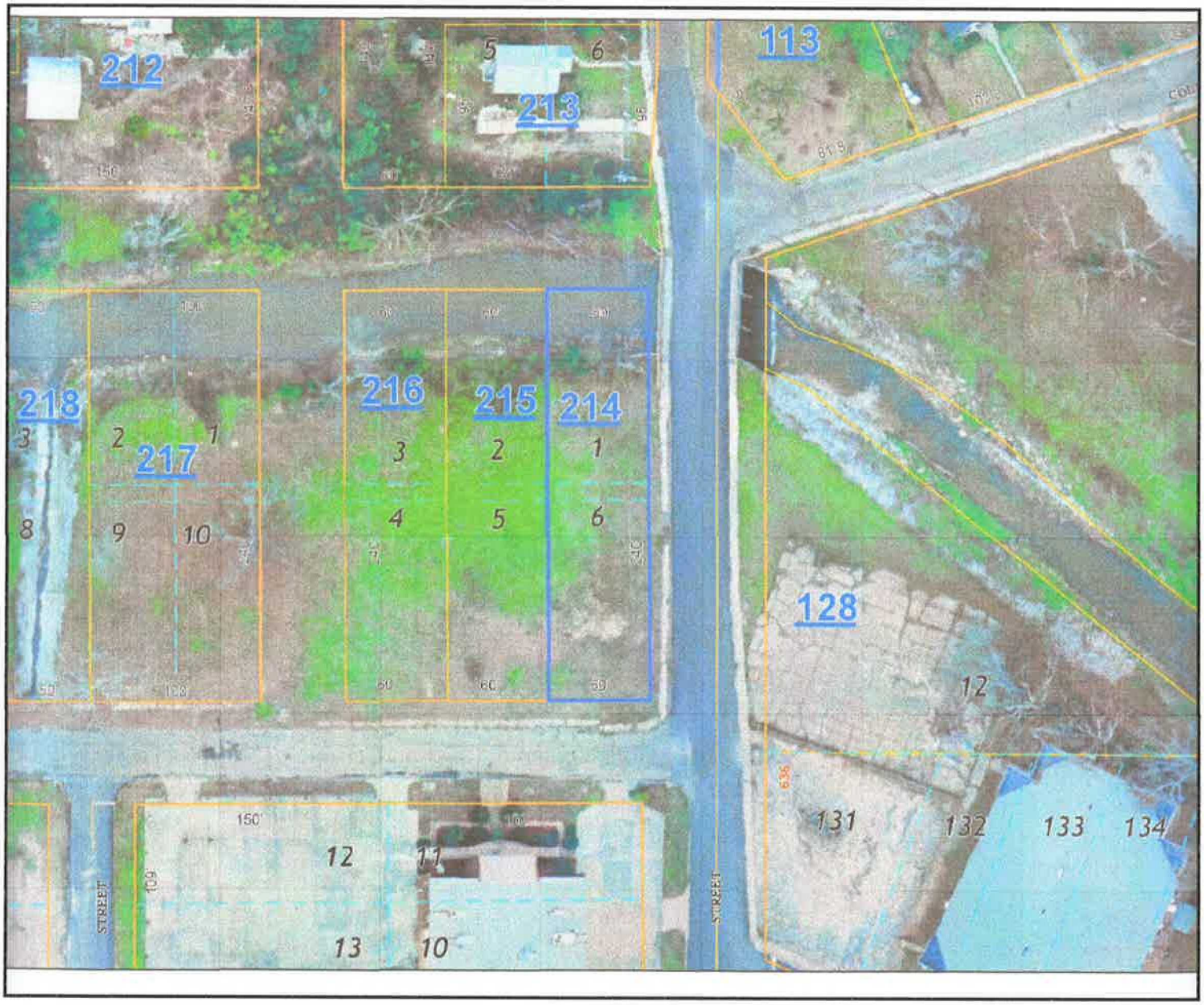
NUMBER	CODE	BUILDING DESCRIPTION	VALUE	ELIGIBLE CLASS 1

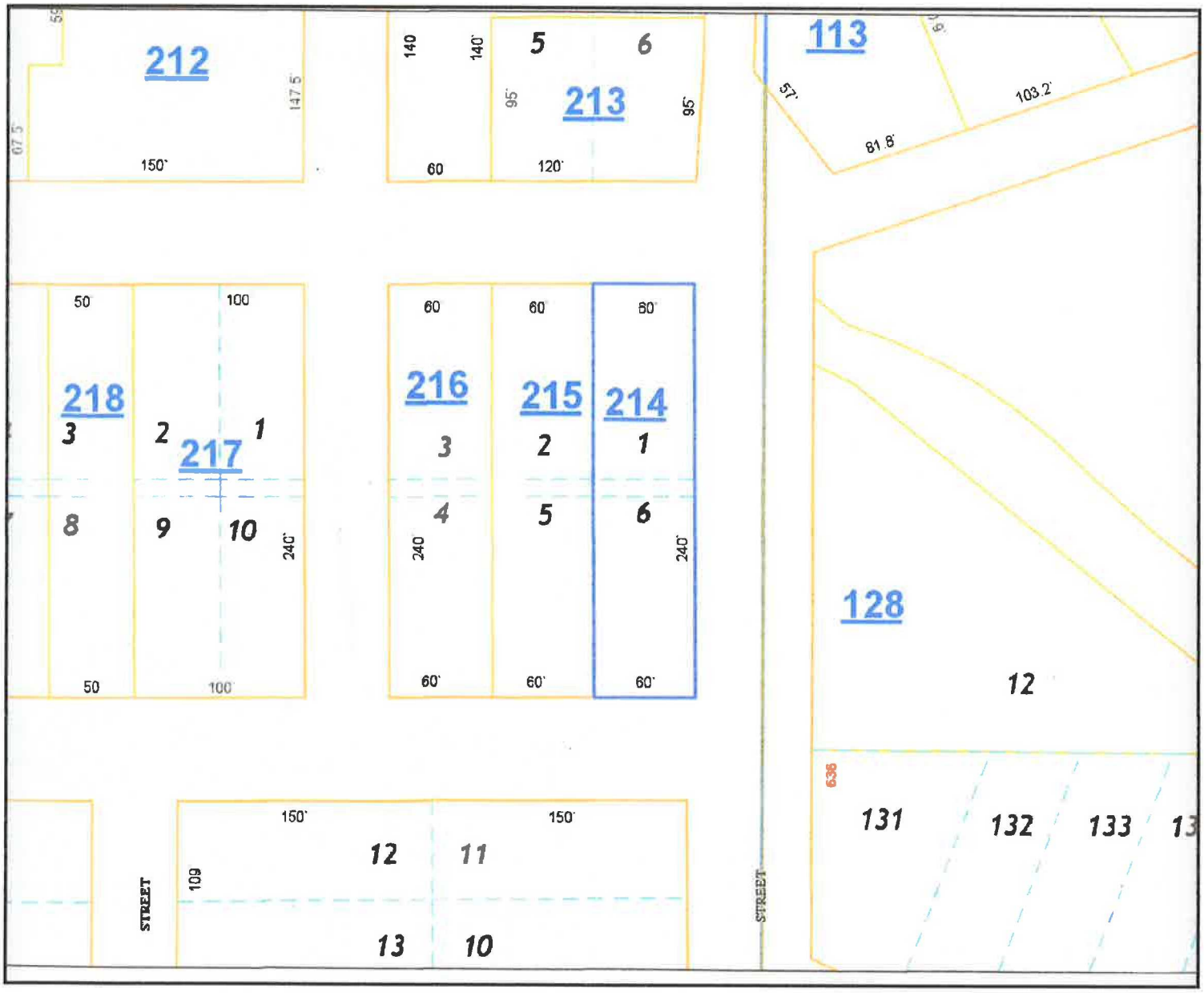
*** NO BUILDING INFO ***

TOTAL PARCEL VALUE 10560

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212
213
113
218
217
216
215
214
128
STREET
STREET


212
213
113
218
217
216
215
214
128
STREET
STREET
150'
147.5'
67.5'
140'
95'
60'
120'
50'
100'
240'
103.2'
81.8'
57'
109'
12
11
13
10
131
132
133

Forrest County Mississippi

Delta Computer Systems, Inc.

Property Link

FORREST COUNTY, MS

Current Date 1/15/2016

Tax Year 2015
Records Last Updated 1/15/2016

PROPERTY DETAIL

OWNER TAYLOR HARRY
P O BOX 986

COLUMBIA MS 39429

ACRES : **NA**
LAND VALUE : 10560
IMPROVEMENTS : **NA**
TOTAL VALUE: 10560
ASSESSED : 1584

PARCEL 2-029K-09-215.00
ADDRESS SAN ANTIONO STREET

TAX INFORMATION

YEAR 2015	TAX DUE	PAID	BALANCE
COUNTY	100.06	0.00	100.06
CITY	78.44	0.00	78.44
SCHOOL	102.79	0.00	102.79
TOTAL	281.29	0.00	281.29

Pay Tax

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION

EXEMPT CODE
HOMESTEAD CODE None
TAX DISTRICT 1110
PPIN 019670
SECTION 09
TOWNSHIP 04N
RANGE 13W

LEGAL LT 2 & 5 BLK 16
PREV #:H0452-12-002
B691 P280 5/93
KAMPER JOHN SUB OF D & E

Book **Page**

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
2009	UTTERMOST PROPERTIES LLC	12/16/2010 TAYLOR HARRY

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Forrest County Mississippi

Delta Computer Systems, Inc.

Property Appraisal Link

FORREST COUNTY, MS

Current Date **1/15/2016** Tax Year **2015**

APPRAISAL INQUIRY

PARCEL 2-029K-09-215.00	**ALT PARCEL NUMBER** 228 -0452-016-002.00
PPIN 019670	**SKETCH** 1
OWNER NAME	TAYLOR HARRY
OWNER ADDRESS	P O BOX 986
	COLUMBIA MS39429
PROPERTY ADDRESS	SAN ANTIONO STREET
PROPERTY IS VACANT (Y/N) N	
FIELD WORK BY CH **DATE:** 1/ 1/1982	
CLASSED BY CH **DATE:** 1/ 1/1982	
REVIEWED BY SB **DATE:** 3/ 5/2009	
REALTOR CODE	

LEGAL DESCRIPTION

1	LT 2 & 5 BLK 16
2	PREV #:H0452-12-002
3	B691 P280 5/93

Block 016 **Section** 09 **Township** 04N **Range** 13W

LOT INFORMATION

LOT CODE 0452 **LOT SIZE** 60.0 X 240 **LOT VALUE** 10560

CODE	FRONT FT	DEPTH	PRICE	DEPTH TABLE	DEPTH %	ADJ. %	DESCRIPTION	ADJ PRICE	APPRAISED	CLASS
0452	60.00	240	170.00	9	1.09	1.00		185.30	10560	1

ACRE INFORMATION

ACRES	TYPE	QUAL. CLASS	PRICE CODE	UNCULTIVATED CODE	PRICE ADJ. %	DESCRIPTION	APPRAISED	MARKET

*** NO ACREAGE INFO ***

ACREAGE VALUE **OVERALL VALUE** 10560

LAND USE CODE CLASS 1 9100 UNDEVELOPED AND UNUSED L

LAND USE CODE CLASS 2 9100 UNDEVELOPED AND UNUSED L

BUILDING DESCRIPTIONS

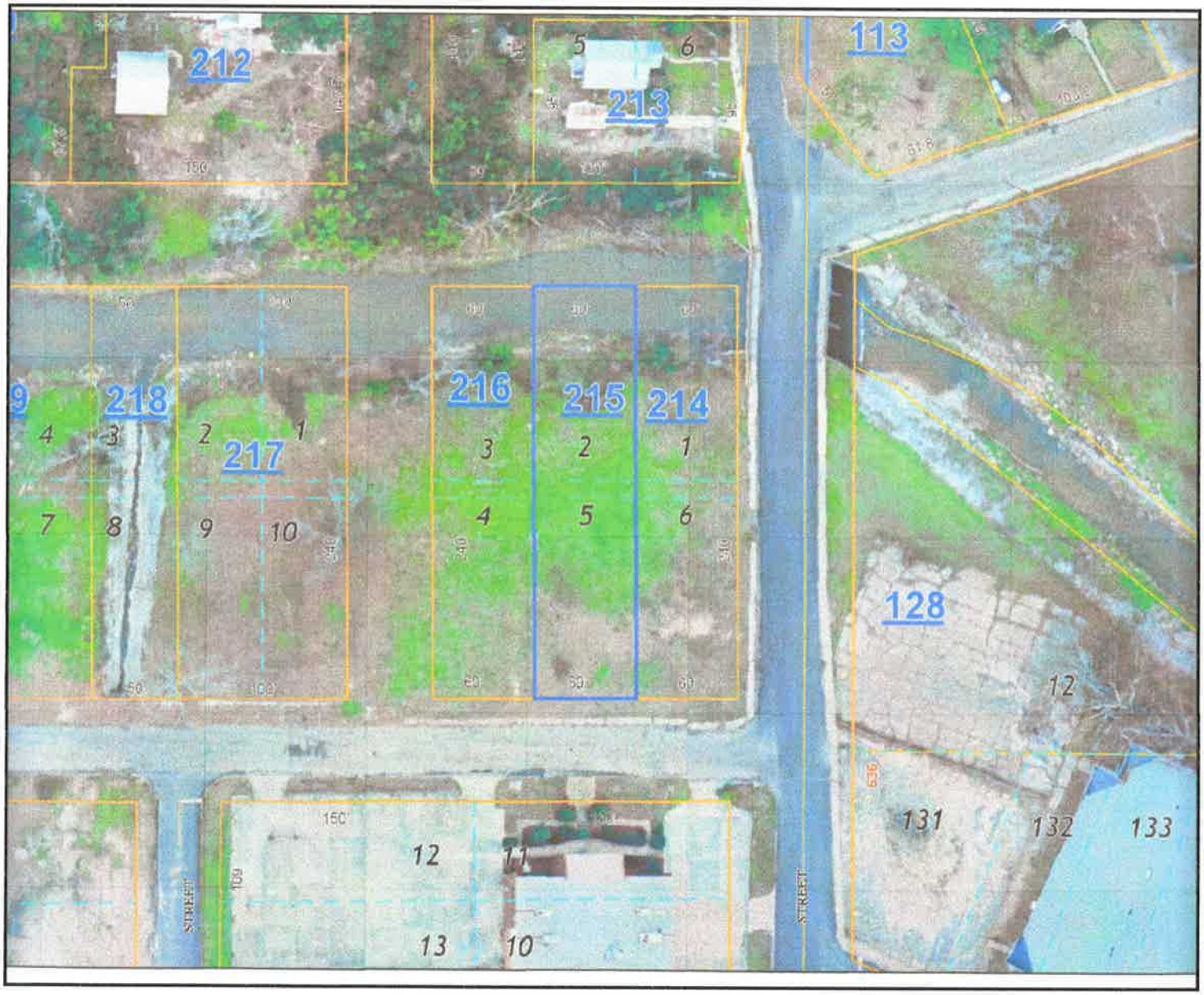
NUMBER	CODE	BUILDING DESCRIPTION	VALUE	ELIGIBLE CLASS 1

*** NO BUILDING INFO ***

TOTAL PARCEL VALUE 10560

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212
213
113
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215
214
128
STREET
STREET


212
147.5
67.5
150
140
140
5
6
213
95
95
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120
113
57
103.2
81.8
219
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216
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214
128
12
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132
636
STREET
109
150
11
10
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Forrest County Mississippi

Delta Computer Systems, Inc.

Property Link

FORREST COUNTY, MS

Current Date **1/15/2016**

Tax Year 2015

Records Last Updated **1/15/2016**

PROPERTY DETAIL

OWNER TAYLOR HARRY
P O BOX 986

COLUMBIA MS 39429

ACRES : **NA**
LAND VALUE : 10560
IMPROVEMENTS : **NA**
TOTAL VALUE: 10560
ASSESSED : 1584

PARCEL 2-029K-09-216.00
ADDRESS 249 SAN ANTIONO STREET

TAX INFORMATION

YEAR 2015	TAX DUE	PAID	BALANCE
COUNTY	100.06	0.00	100.06
CITY	78.44	0.00	78.44
SCHOOL	102.79	0.00	102.79
TOTAL	281.29	0.00	281.29

Pay Tax

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION

EXEMPT CODE		**LEGAL** LT 3 & 4 BLK 16
HOMESTEAD CODE	None	PREV #:H0452-12-003
TAX DISTRICT	1110	B691 P278 5/93
PPIN	019671	KAMPER JOHN SUB OF D & E
SECTION	09	
TOWNSHIP	04N	
RANGE	13W	
		B 0691 P 278 05/25/1993
Book 0691	**Page** 278	

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By

NO TAX SALES FOUND

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Forrest County Mississippi — Delta Computer Systems, Inc.

Property Appraisal Link

FORREST COUNTY, MS

Current Date **1/15/2016** Tax Year **2015**

APPRAISAL INQUIRY

PARCEL 2-029K-09-216.00	**ALT PARCEL NUMBER** 228 -0452-016-003.00
PPIN 019671	**SKETCH** 1
OWNER NAME	TAYLOR HARRY
OWNER ADDRESS	P O BOX 986
	COLUMBIA MS39429
PROPERTY ADDRESS	249 SAN ANTIONO STREET

PROPERTY IS VACANT (Y/N) N
FIELD WORK BY CH **DATE:** 1/ 1/1982
CLASSED BY CH **DATE:** 1/ 1/1982
REVIEWED BY SB **DATE:** 3/ 5/2009
REALTOR CODE

LEGAL DESCRIPTION

1 LT 3 & 4 BLK 16
2 PREV #:H0452-12-003
3 B691 P278 5/93

Block 016 **Section** 09 **Township** 04N **Range** 13W
Book 0691 **Page** 278 **Type** WD **Date** 5/25/1993

LOT INFORMATION

LOT CODE 0452 **LOT SIZE** 60.0 X 240 **LOT VALUE** 10560

CODE	FRONT FT	DEPTH	PRICE	DEPTH TABLE	DEPTH %	ADJ. %	DESCRIPTION	ADJ PRICE	APPRAISED	CLASS
0452	60.00	240	170.00	9	1.09	1.00		185.30	10560	1

ACRE INFORMATION

ACRES	TYPE	QUAL CLASS	PRICE CODE	UNCULTIVATED CODE	PRICE	ADJ. %	DESCRIPTION	APPRAISED	MARKET

*** NO ACREAGE INFO ***

ACREAGE VALUE **OVERALL VALUE** 10560
LAND USE CODE CLASS 1 1110 ONE FAMILY UNIT
LAND USE CODE CLASS 2 1110 ONE FAMILY UNIT

BUILDING DESCRIPTIONS

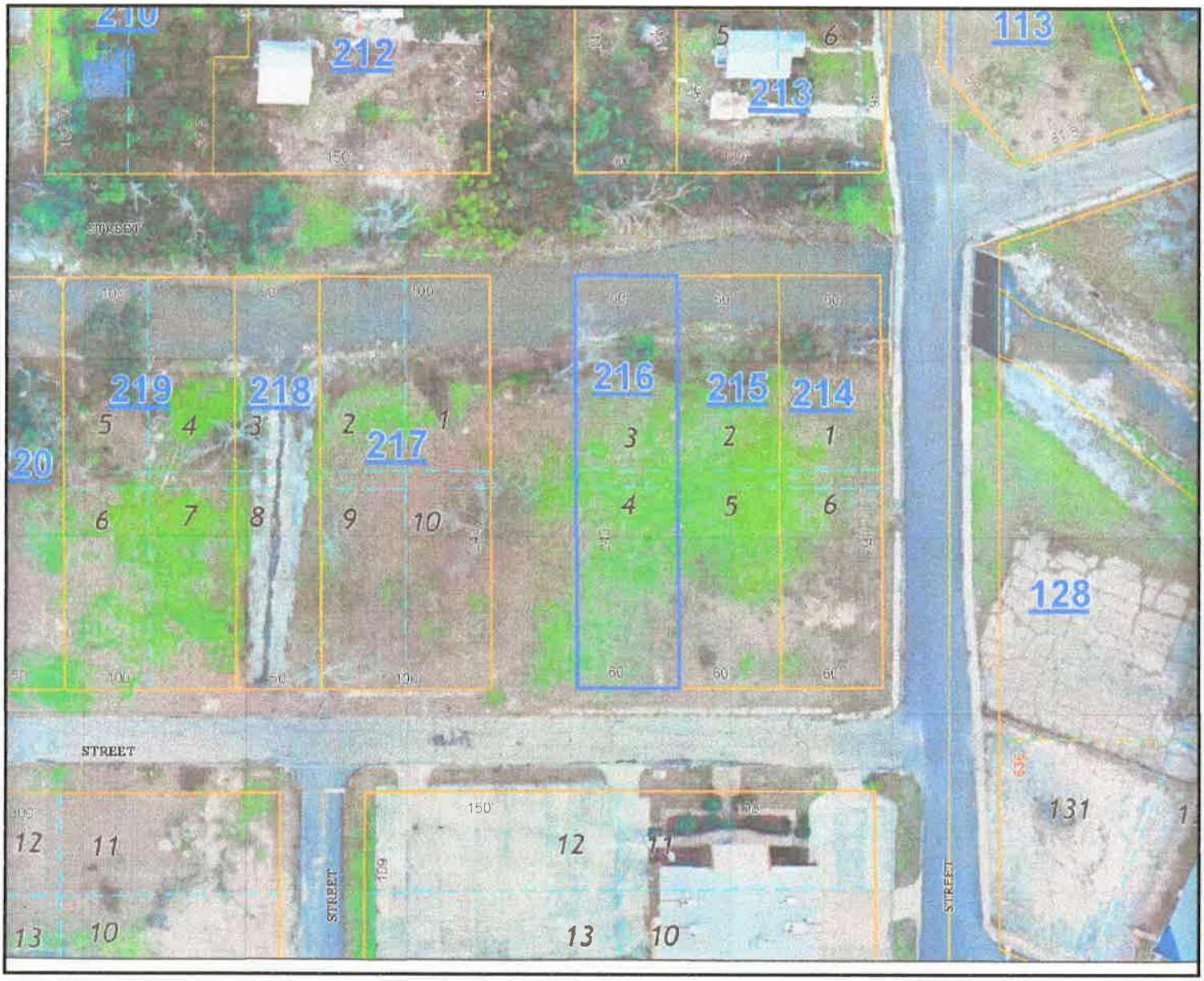
NUMBER	CODE	BUILDING DESCRIPTION	VALUE	ELIGIBLE CLASS 1

*** NO BUILDING INFO ***

TOTAL PARCEL VALUE 10560

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212
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STREET
STREET
STREET
131


210
212
67.5'
147.5'
150'
140'
140'
95'
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213
95'
60'
120'
113
15'
103.2'
81.8'
TREET
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240'
240'
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60'
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12
TREET
150'
150'
109'
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11
13
10
STREET
STREET
131
132

Assumptions & Limiting Conditions

File No.: C015-0812

Property Address:	San Antonio St (3 Parcels)	City: Hattiesburg	State: MS	Zip Code: 39401	
Client:	City of Hattiesburg	Address:			
Appraiser:	Greg Wheeler, RA-175, VA-5001790	Address:	PO Box 15304, Hattiesburg, MS 39404-5304		

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.

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Definitions & Scope of Work

File No.: C015-0812

Property Address:	San Antonio St (3 Parcels)	City: Hattiesburg	State: MS	Zip Code: 39401	
Client:	City of Hattiesburg	Address:			
Appraiser:	Greg Wheeler, RA-175, VA-5001790	Address:	PO Box 15304, Hattiesburg, MS 39404-5304		

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 FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

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.):

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Certifications

File No.: C015-0812

Property Address: San Antonio St (3 Parcels) City: Hattiesburg State: MS Zip Code: 39401

Client: City of Hattiesburg Address:

Appraiser: Greg Wheeler, RA-175, VA-5001790 Address: PO Box 15304, Hattiesburg, MS 39404-5304

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:

Client Contact: The Honorable Michael McPhail Client Name: City of Hattiesburg

E-Mail: Address:

SIGNATURES

APPRAISER

Appraiser Name: Greg Wheeler, RA-175, VA-5001790

Company:

Phone: (601) 583-1006 Fax:

E-Mail: gregwheeler@bellsouth.net

Date Report Signed: January 19, 2016

License or Certification #: RA-175 State: MS

Designation: RA-175, VA-5001790

Expiration Date of License or Certification: 12/31/2017

Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)

Date of Inspection: 01/15/2016

SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)

Supervisory or Co-Appraiser Name:

Company:

Phone: Fax:

E-Mail:

Date Report Signed:

License or Certification #: State:

Designation:

Expiration Date of License or Certification:

Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect

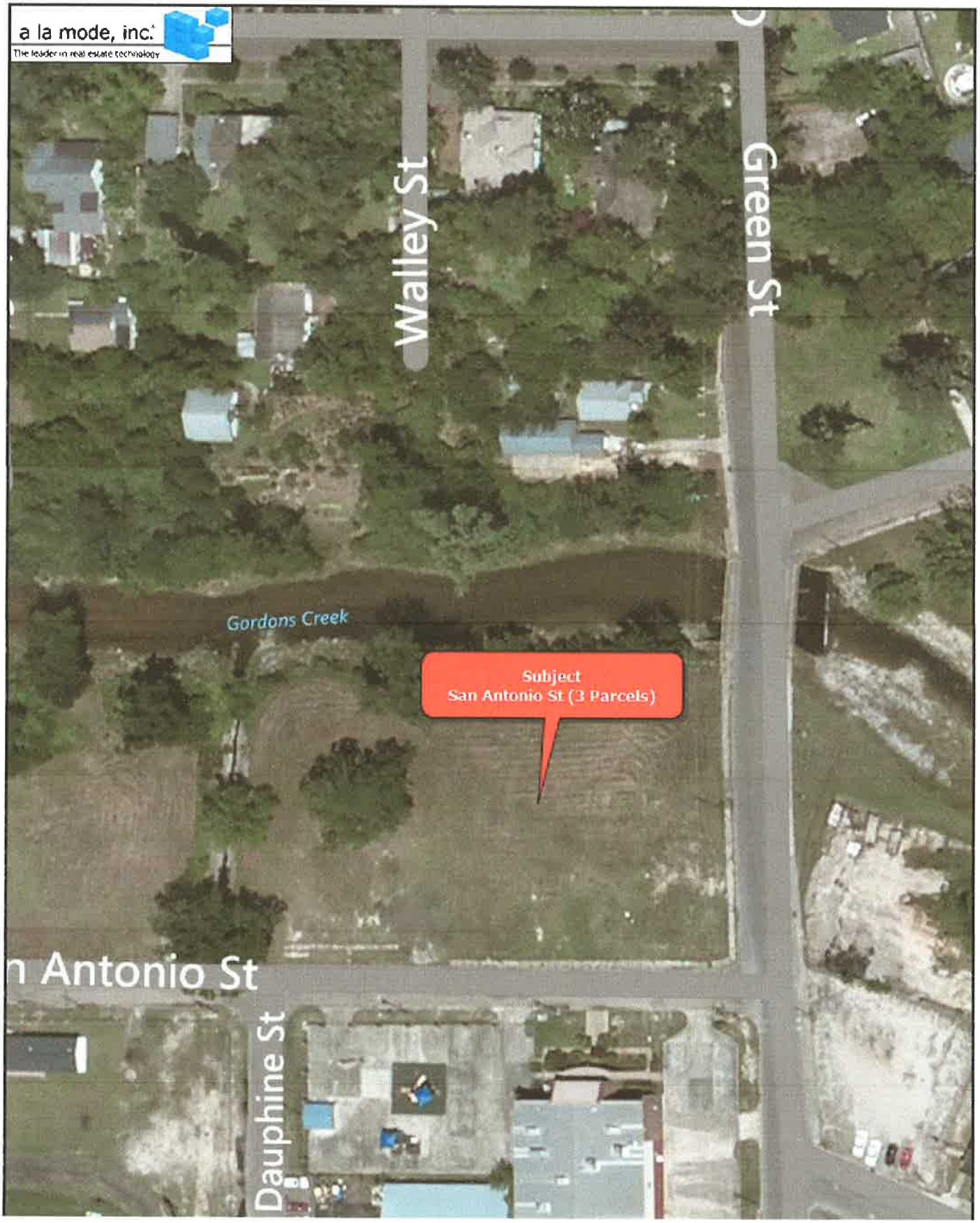
Date of Inspection:

GP LAND

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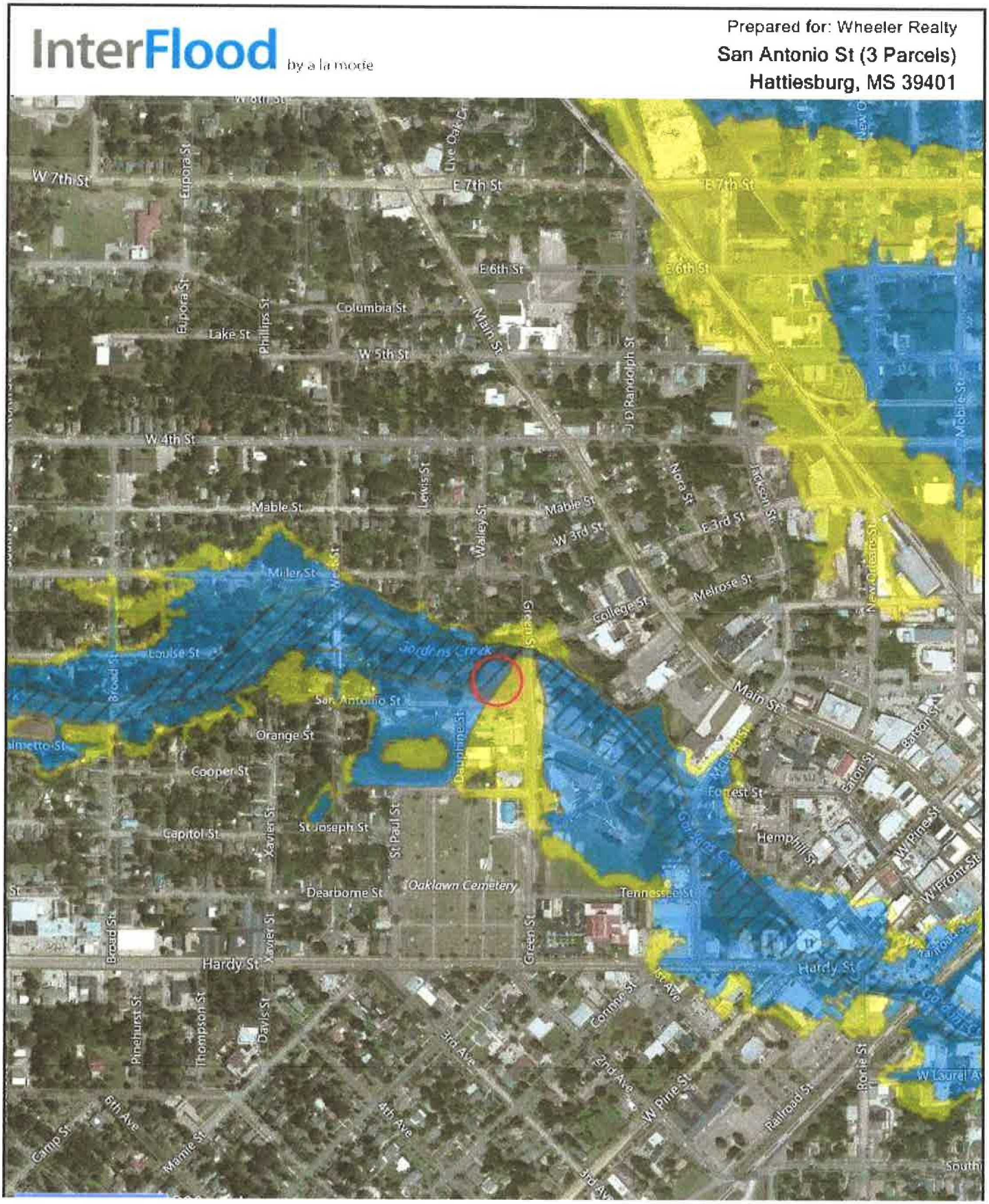
Aerial Map

Borrower/Client	Harry Taylor						
Property Address	San Antonio St (3 Parcels)						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Lender	City of Hattiesburg						



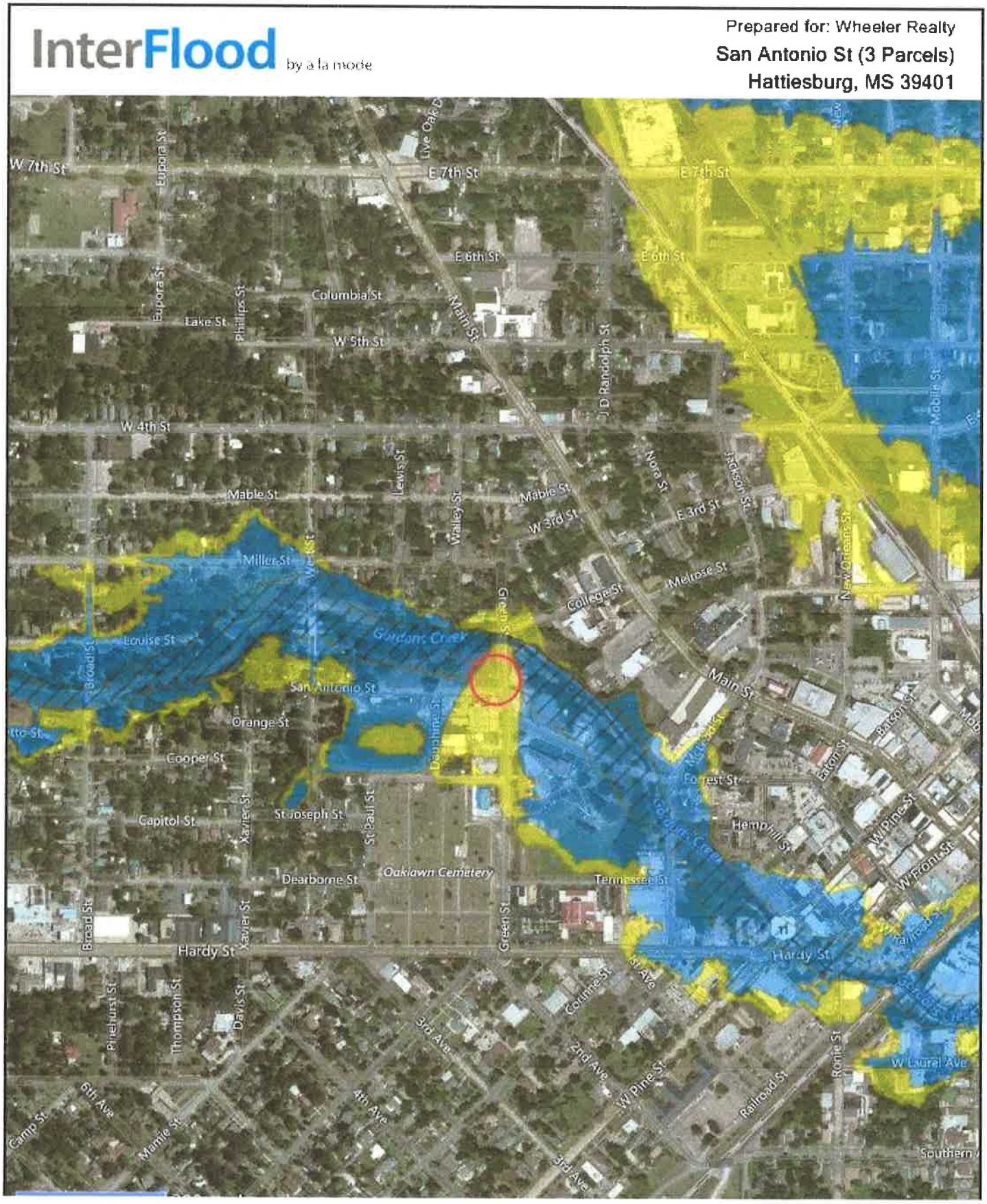
Flood Map

Borrower/Client	Harry Taylor						
Property Address	San Antonio St (3 Parcels)						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Lender	City of Hattiesburg						



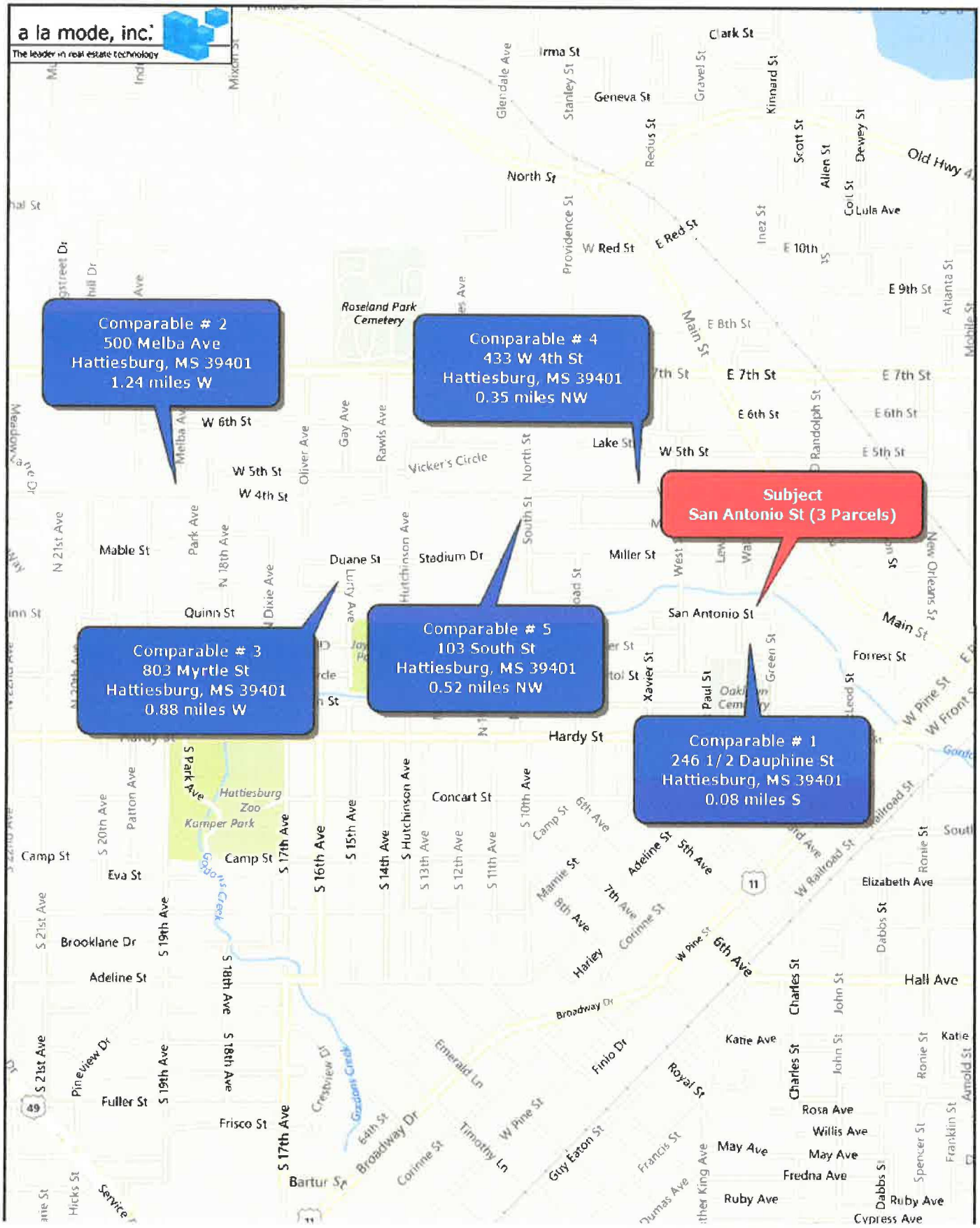
Flood Map

Borrower/Client	Harry Taylor						
Property Address	San Antonio St (3 Parcels)						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Lender	City of Hattiesburg						



Comparable Sales Map

Borrower/Client	Harry Taylor						
Property Address	San Antonio St (3 Parcels)						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Lender	City of Hattiesburg						



53.03 Uses Permitted on Review by the Planning Commission: The following uses may be permitted upon review. See Section 42, Public Hearing Procedure; see Section 78 Buffer Strip Regulations. Additional conditions may be required.

1. Art gallery or museum (public)

2. Golf Course, not including commercial miniature course or stand-alone driving range

3. RESERVED

4. Library (public)

5. Parking/Parking Lot: See Section 89, Off-street Parking Regulations, not permitted in front setback

6. Private Parks and Playgrounds

7. Public or private school offering general courses, but not including business or commercial school or college

8. Public use

9. Utilities, see Section 97

10. Day Care Centers *(Added by Ord. 2438, Sec. 1, 12/22/92)*

11. Church *(Added by Ord. 2799, Sec. 2, 9/17/02)*

12. RESERVED

13. RESERVED

14. RESERVED

15. RESERVED

53.04 Area and Setback Regulations: Yards:

1. Front: Setback a minimum of twenty-five (25) feet.

2. Side:

   A. On interior lots there shall be a side yard on each side of a building having a width of not less than ten (10) feet.

   B. On corner lots the side yard regulation shall be the same as for interior lots except in the case of reversed frontage where the corner lot rears on the side

of a lot facing the other intersecting street, in which case, there shall be a side yard on the corner lot of not less than fifty (50) percent of the front yard required on the lot abutting the rear of the corner lot or lot separated only by an alley. No accessory buildings on said corner lot shall project beyond the front yard line of the lots in the rear, nor shall any building be erected, reconstructed, altered or enlarged, closer than five (5) feet to the line of the abutting lot to the rear.

3. Rear: Setback a minimum of twenty-five (25) feet measured from the rear main building line. Unattached accessory structures may not be located within five (5) feet of a rear lot line, to five (5) feet of a side lot line, and shall not be located closer than sixty (60) feet to the front lot line.

4. Roof overhangs or appurtenances not at grade may project from outside wall of residence no more than three (3) feet into required setback, and are not considered as part of the setback.

5. Outside air conditioning units or similar installations shall be setback a minimum of five (5) feet from any property line.

6. Lot Width: A minimum of fifty (50) feet at building setback line.

7. Lot Area: A minimum of 7,500 square feet. For lots not served by sanitary sewer service the following requirements shall apply:

   A. For lots not served by public sanitary sewer or central disposal system, any individual on site waste water disposal system (septic tank) proposed for use shall be comply with State Law. In all instances, an individual on site waste water disposal system must be installed and continually operated in compliance with specifications set forth by State Law.

   B. When sanitary sewer is provided to a lot, the existing or planned development/structure shall be required to (hook-up) use said sanitary sewer.

8. Height Regulations: No building structure shall exceed thirty-five (35) feet in height.

9. Lot Coverage: The impervious surface area shall not cover over fifty (50) percent of the lot area.

10. Driveways: Driveway or automobile access laid out in the R-1B District shall not be greater in width than twenty (20) feet, and no lot shall be provided with more than two (2) street right-of-way accesses per street frontage.

QUALIFICATIONS OF GREG WHEELER

EDUCATION:

Diploma in 1980	Hattiesburg High School Hattiesburg, Mississippi Business Emphasis
Diploma in 1987	University of Southern Mississippi Hattiesburg, Mississippi Bachelor of Science in Real Estate/Insurance

Courses Completed in Real Estate:

REI 330 (Real Estate Principles)
REI 340 (Real Estate Law)
REI 432 (Real Estate Finance)
REI 434 (Income Property Valuation)
REI 470 (Real Estate Brokerage)

Received a passing grade on the SREA Course 101:
"An Introduction to Appraising Real Property"
at the University of San Francisco, July 8 - 19, 1985;

Received a passing grade on the AIREA Course 8-2:
"Residential Valuation"
at the University of San Diego, June 12-19, 1987;

Passed the Mississippi Real Estate License Exam in February, 1985,
Salesman Number (S-18224);

Passed the Mississippi Real Estate Brokers Exam in March, 1985, Broker Number (9669);

Passed the experience credits requirement for the SRA designation from the
Appraisal Institute;

Passed the Mississippi Certified Residential Real Estate Exam in 1991,
License Number (RA-175).

QUALIFICATIONS OF GREG WHEELER (Continued)

WORK EXPERIENCE:

1980 - 1984	Employed by J. Ed Turner, Inc.
1984 - 1989	Employed as an independent fee appraiser for J. Ed Turner, Inc.
1990 - Present	Owner/Broker of Wheeler Realty

MISCELLANEOUS:

Member of the Hattiesburg Board of Realtors;

Member of the National Association of Realtors;

Member of the Hattiesburg Multiple Listing Services, Inc.;

Associate member of the Hattiesburg Mortgage Bankers Association;

Certified Residential Real Estate Appraiser, (RA-175).



State of Mississippi

Mississippi Real Estate Appraiser Licensing and Certification Board

This is to certify that GREG J. WHEELER License Number (originally issued 09/21/93) RA-175

Whose place of business is located at 301 Humble Avenue, Suite 117, Hattiesburg, Mississippi 39401

is duly licensed as a **State Certified Residential Real Estate Appraiser** in the State of Mississippi from the date of issuance. The license will remain in force when properly supported by a current pocket identification card. In witness thereof, the MISSISSIPPI REAL ESTATE APPRAISER LICENSING AND CERTIFICATION BOARD has caused this license to be issued by virtue of the authority vested in it by Section 73-34 of the Mississippi Code of 1972 annotated.

In witness thereof, we have caused the Official Seal to be affixed, this the 19th day of November, 2001

STATE OF MISSISSIPPI
MISSISSIPPI REAL ESTATE APPRAISER
LICENSE AND CERTIFICATION BOARD
LICENSE NO.
THIS IS TO CERTIFY THAT RA-175
Greg J Wheeler
HAS BEEN GRANTED A LICENSE AS A
STATE CERTIFIED RESIDENTIAL
REAL ESTATE APPRAISER
FOR THE PERIOD 12/31/2015 - 12/31/2017
VOID UNLESS SIGNED BY LICENSEE

State of Mississippi
MISSISSIPPI REAL ESTATE COMMISSION
LICENSE # 10865 STATUS Active
HAS BEEN GRANTED A LICENSE AS A
WHEELER REALTY
REAL ESTATE BROKER
Expiration date 12/31/15- 12/31/17
SIGNATURE OF LICENSEE
ROBERT E. PRAYTOR, ADMINISTRATOR

State of Mississippi
MISSISSIPPI REAL ESTATE COMMISSION
LICENSE # 9669 STATUS Active
HAS BEEN GRANTED A LICENSE AS A
WHEELER GREG
REAL ESTATE BROKER
Expiration date 12/31/15- 12/31/17
SIGNATURE OF LICENSEE
ROBERT E. PRAYTOR, ADMINISTRATOR

City of Hattiesburg, MS

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

Master

File Number: 2016-2410

File ID: 2016-2410 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 01/25/2016

Brief Title: Authorize Mayor to Renew Maintenance Agreement with Tyler Technologies for software support and maintenance on EnerGov Enterprise and basic network support.

Final Action:

Minute Book Number: MB2016-35

Title:

Authorize Mayor to Renew Maintenance Agreement with Tyler Technologies for software support and maintenance on EnerGov Enterprise and basic network support.

Notes:

Sponsors:

Enactment Date:

Attachments: 02-01-Tyler Maintenance Renewal

Enactment Number:

Contact:

Meeting Date: 02/01/2016

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/02/2016					

Text of Legislative File 2016-2410

Title

Authorize Mayor to Renew Maintenance Agreement with Tyler Technologies for software support and maintenance on EnerGov Enterprise and basic network support.

Summary

Authorize Mayor to Renew Maintenance Agreement with Tyler Technologies for software support and maintenance on EnerGov Enterprise and basic network support.

tyler technologies

Empowering people who serve the public®

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-139983	12/01/2015	1 of 1

Questions:
Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Fax: 1-866-673-3274
Email: ar@tylertech.com

Bill To: Hattiesburg, City of
Attn: Accounts Payable
PO Box 1898
Hattiesburg, MS 39403-1898

Ship To: Hattiesburg, City of
Attn: Accounts Payable
PO Box 1898
Hattiesburg, MS 39403-1898

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
48050	59365		USD	NET30	12/31/2015

Date	Description	Units	Rate	Extended Price
Contract No.: HATTIESBURG, CITY OF				
	Software Support & Maintenance: EnerGov ~~Desktop~~ Enterprise Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016	1	9,705.53	9,705.53
	Basic Network Support Service Maintenance Start: 01/Jan/2016, End: 31/Dec/2016	1	992.25	992.25

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	10,697.78
Sales Tax	0.00
Invoice Total	10,697.78

City of Hattiesburg, MS

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

Master

File Number: 2016-2434

File ID: 2016-2434 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 01/26/2016

Brief Title: Acknowledgement of receipt and execution of NLC Financial Inclusion Systems and City Leadership Initiative. **Final Action:**

Minute Book Number: MB2016-35

Title:

Acknowledge receipt and execution of letter from National League of Cities(NLC) Institute for Youth, Education and Families(YEF Institute) selecting the City of Hattiesburg as part of the Financial Inclusion Systems and City Leadership initiative; to help develop and coordinate efforts that promote the financial inclusion of residents.

Notes:

Sponsors: **Enactment Date:**

Attachments: NLC_ Financial Inclusion Systems and City Leadership. **Enactment Number:**

Contact: **Meeting Date:**

Drafter: KErmas Eaton **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/02/2016					

Text of Legislative File 2016-2434

Title

Acknowledge receipt and execution of letter from National League of Cities(NLC) Institute for Youth, Education and Families(YEF Institute) selecting the City of Hattiesburg as part of the Financial Inclusion Systems and City Leadership initiative; to help develop and coordinate efforts that promote the financial inclusion of residents.

Summary

Execution of letter, Financial Inclusion Systems and City Leadership initiative.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

NATIONAL LEAGUE of CITIES | INSTITUTE FOR YOUTH, EDUCATION & FAMILIES

Financial Inclusion Systems and City Leadership (FISCL)

Project Agreement, City of Hattiesburg

The National League of Cities (NLC) Institute for Youth, Education, and Families (YEF Institute) is pleased to select the City of Hattiesburg as part of our *Financial Inclusion Systems and City Leadership* (FISCL) initiative. Through this two-year project, NLC will work closely with you and your city team to help you develop and coordinate efforts that promote the financial inclusion of residents.

The goal of the project is to improve the financial stability of low-income families through two major project components: (1) a Mayors' Institute on Financial Inclusion (MIFI); and (2) an in-depth technical assistance program to inform and support a broad municipal financial inclusion and system-building agenda in participating cities.

The FISCL initiative also includes an opportunity to apply for two rounds of grant funding ranging from $15,000 to $50,000 following the MIFI in April. Additional information and grant requirements will be distributed at a later date, but please note that the first round of funding is only available to cities in which the mayor attends the MIFI.

As part of the FISCL initiative, the YEF Institute agrees to provide technical assistance to project cities through regularly scheduled phone calls with each city team, conference calls and webinars with all participating cities, three all-city convenings designed to facilitate peer learning, and site visits to project cities on an as-needed basis.

By signing this document acknowledging your city has been selected for the FISCL initiative, the City of Hattiesburg agrees to participate in the following technical assistance activities over the course of the next two years:

- The mayor agrees to participate in the project's Mayors' Institute on Financial Inclusion (MIFI) on April 19th- 20th, in a location to be determined and communicated shortly;
- Select a team lead within the city government that will act as a primary contact with NLC;
- Develop a broader local project team to carry out the city's goals and participate in the project's technical assistance activities (may include city representatives and community partners);
- Work with NLC staff between now and the April MIFI to develop a strong case statement that your mayor will present at the MIFI convening;

- Participate in monthly all-city calls or webinars facilitating focused discussions of design and implementation challenges and promoting cross-site sharing of best practices;
- Keep NLC apprised of progress, including setbacks or unexpected challenges, throughout the project period;
- Participate in project convenings, including the April MIFI, an early 2017 financial inclusion summit, and a cross-site meeting of all city teams later in 2017;
- Work with NLC to develop a plan for an NLC site visit during the project time period that will offer on-site guidance and leverage local support;
- Collaborate with NLC and the Center for Financial Security at the University of Wisconsin-Madison (CFS), the project consultant, to develop data collection plans to evaluate the impact of programs and assess the financial health of residents;
- Recognize NLC and MetLife Foundation in local media outreach materials related to the FISCL project through use of logos or other formal acknowledgement;
- Agree to refrain from making any public announcements about the project until NLC disseminates its press release on January 19;
- Provide a short progress update with outcome data at the midpoint of project implementation (mid-January 2017); and
- Submit a final report on progress, outcomes, lessons learned, and how funds were spent to NLC by December 2017 (NLC will provide a short template for data reporting and will work with city teams to track these data throughout the project grant period).

Please note that we will be conducting an **orientation conference call** for selected cities on **February 1, 2016 from 1:00-2:00 PM Eastern**. Further information about this call will be sent to city teams by email shortly.

The FISCL initiative runs from January 2016 through December 2017 and includes the following key dates and activities:

Project Timeline	**Estimated Dates**
FISCL Project announcement of city selections	January 19, 2016
MIFI case statement development calls with cities	February – April 2016
Mayors' Institute for Financial Inclusion (MIFI)	April 19 – 20, 2016*
Application process for Round I grants	May 2016
Round I grants disbursed to MIFI cities	May – June 2016
Ongoing technical assistance and site visits	May 2016 – December 2017
Mid-project city progress summaries due to NLC	January 2017
National Financial Inclusion Summit	January 2017*
Round II grants application process	Mid-year 2017
Project cross-site meeting	Summer 2017*
Grant reports due from cities to NLC	November 2017
Project ends	December 2017
*Dates tentative and location TBD	

We look forward to working with the City of Hattiesburg to make the FISCL initiative a success for project cities and their residents!

Please sign below and email a final pdf version to Courtney Coffin at coffin@nlc.org by Wednesday, January 27.

Signature: _____ Date: 1/19/2016

Mayor, City of Hattiesburg

Signature: _____ Date: 1/19/2016

City Team Lead, City of Hattiesburg

City of Hattiesburg, MS

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

Master

File Number: 2016-2407

File ID:	2016-2407	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	01/22/2016
Brief Title:	Professional Services Agreement - CRS			**Final Action:**	
				Minute Book Number:	MB2016-35

Title: Acknowledge professional services agreement from Charles Stallings, CFM, of Floodplain Management Solutions to provide Community Rating Systems and Floodplain Management services to the City of Hattiesburg. (nunc pro tunc)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Stallings CRS Consulting Contract -Signed 1-5-16	**Enactment Number:**	
Contact:		**Meeting Date:**	02/02/2016
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/02/2016					

Text of Legislative File 2016-2407

Title

Acknowledge professional services agreement from Charles Stallings, CFM, of Floodplain Management Solutions to provide Community Rating Systems and Floodplain Management services to the City of Hattiesburg. (nunc pro tunc)

Summary

Professional Services Agreement - CRS

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CHARLES STALLINGS, FLOODPLAIN MANAGEMENT SOLUTIONS

16125 CRESTVIEW DRIVE, GULFPORT MS 39503

12/30/2015

admin
Charles Stallings, Floodplain Management Solutions
16125 Crestview Drive, Gulfport MS 39503

Pattie Brantley, Director Urban Development, City of Hattiesburg
P O Box 1898
Hattiesburg MS 39403

Pattie;

This is in Reference to our meeting with you and Mayor Dupree on Friday December 18, 2015 concerning providing the City of Hattiesburg with CRS and Floodplain Management services.

Myself with Rick Stickler and Kristin Greger will provide consulting services evaluating the city's flood damage prevention ordinance, review documents and make recommendations on Hattiesburg's last CRS audit. We will also review the city's CRS outreach documents and web site and make recommendations on any necessary changes.

We will provide guidance for the City of Hattiesburg to request a modification to their current CRS rating of 8 in the attempt to change to a CRS class 7 or 6.

The rate for services provided will be $150.00 per hour not to exceed $8000.00 at this time. Billing will be submitted every 14 to 30 days depending on the amount of outstanding hours.

We will need a copy of your flood damage prevention ordinance and a copy of the results of your last CRS audit to start with.

Thank You,

Charles Stallings, Floodplain Management Solutions

consultant on both residential and commercial construction projects in the special flood hazard area. We all have numerous FEMA certifications.

Thank You,

Charles Stallings, Floodplain Management Solutions

CONSENTED TO AND APPROVED:

By: _____ Date: 1/5/2015

Signature **of Client**

City of Hattiesburg, MS

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

Master

File Number: 2016-2429

File ID:	2016-2429	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	01/26/2016
Brief Title:	Unadvertised Bid Docket Acknowledgement			**Final Action:**	
				Minute Book Number:	MB2016-35

Title:

Acknowledge receipt of the unadvertised bid purchase docket for the period of November 26, 2015 through January 26, 2016; as provided for in Section 37-1-13(b) of the Mississippi Code 1972.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	2bid-116.pdf, verlina memo	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/02/2016					

Text of Legislative File 2016-2429

Title

Acknowledge receipt of the unadvertised bid purchase docket for the period of November 26, 2015 through January 26, 2016; as provided for in Section 37-1-13(b) of the Mississippi Code 1972.

Summary

Unadvertised bids.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 01/22/16

PO No. - 158285

Req No. - 2313

VENDOR MAILING:
LYMAN WELL COMPANY
15456 SUB LADNER ROAD
GULFPORT MS 39503-8400

WAGGONER, ROBIN (601) 5454630
MINUTE BOOK # PENDING
VENDOR # 00095182

SHIP TO :
CITY OF HATTIESBURG
WATER PLANT #2
900 JAMES STREET
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: TEARDOWN,INSPECT,REPAIR--WELL #5 AT WATERPLANT #1

SEND METHOD 1 (228)8323313

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
075695.7245.99	REPAIR WELL#5@PLT#1 240' OF 10" COATED COLUMN ASSEMBLY 23-10' 2-5' W/1.6875 SHAFTING 416 SS AND 316 SS COUPLINGS R3 BEARINGS 4 STAGE NICKEL ALUMINUM BRONZE PUMP BOWLS 1500GPM LABOR TO INSTALL AND DISINFECT THE WELL	1.00	EA	96,000.0000	96,000.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 96,000.00

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

001/001
01/22/2016 FRI 15:07 FAX 6015454689 Hattiesburg Water/Sewer --> Purchasing

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 1/21/16
Order Number . . 2313 QQ

LYMAN WELL COMPANY
15456 SUE LADNER ROAD
GULFPORT MS 39503-8400

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Josh Ladner

SIGNATURE [signature] DATE 1/22/16

Phone Number . . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: TEARDOWN, INSPECT, REPAIR—WELL #5 AT WATERPLANT #1

ITEM DESCRIPTION	Request Date	QTY	UN	Unit Price	Extended Cost	Delivery Date	Expired Date
REPAIR WELL#5@PLT#1 240' OF 10" COATED COLUMN ASSEMBLY 23-10' 2-5' W/1.6875 SHAFTING 416 SS AND 316 SS COUPLINGS R3 BEARINGS 4 STAGE NICKEL ALUMINUM BRONZE PUMP BOWLS 1500GPM LABOR TO INSTALL AND DISINFECT THE WELL	01/21/16	1.00	EA	96,000.00	96,000.00	5/3/16	5/30/16

[signature]

TOTAL BID PRICE 96,000.00

RECEIVED
JAN 22 2016
Melissa Underwood
AWARDED

01/22/2016 FRI 14:01 FAX 6015456661 Hattiesburg Purchasing
01/22/2016 FRI 16:38 FAX 6015456661 Hattiesburg Purchasing
003/003
001/002

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 1/21/16
Order Number . . 2313 QQ

GRIMER DRILLING SERVICE I
PO DRAWER 825
COLUMBIA MS 39429-0825

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Perry Bridges

Phone Number . . 601 5454512

SIGNATURE Perry Bridges DATE 01/22/16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: TEARDOWN, INSPECT, REPAIR--WELL #5 AT WATERPLANT #1

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
REPAIR WELL#5@PLT#1 240' OF 10" COATED COLUMN ASSEMBLY 23-10' 2-5' W/1.6875 SHAFTING 416 SS AND 316 SS COUPLINGS R3 BEARINGS 4 STAGE NICKEL ALUMINUM BRONZE PUMP BOWLS 1500GPM LABOR TO INSTALL AND DISINFECT THE WELL	01/21/16	1.00	EA	$100,161.00	$100,161.00	12 weeks	6/1/16

TOTAL BID PRICE $100,161.00

RECEIVED
JAN 22 2016

01/21/2016 THU 16:23 FAX 6012545512 HATTIESBURG PURCHASING
003/003

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: January 25, 2016

SUBJECT: Unadvertised Bid Docket Acknowledgement

Attached is the purchase docket for the period of November 26, 2015 through January 26, 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.

City of Hattiesburg, MS

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

Master

File Number: 2016-2418

File ID:	2016-2418	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	01/25/2016
Brief Title:	FY 2014-2015 Littlle League Expenditure Report			**Final Action:**	
				Minute Book Number:	MB2016-35

Title:
Acknowledge receipt of FY 2014-2015 Expenditure Report from Hattiesburg Little League Baseball Program.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	2015 Little League Baseball Expenditure Report	**Enactment Number:**	
Contact:		**Meeting Date:**	02/02/2016
Drafter:	Ann Jones	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/02/2016					

Text of Legislative File 2016-2418

Title
Acknowledge receipt of FY 2014-2015 Expenditure Report from Hattiesburg Little League Baseball Program.

Summary
Acknowledgement

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Hattiesburg Little League

2015 Expenditure Report

Hattiesburg Little League

Expenditure Report
2015 Officials and Scorekeepers

Name	Address	Amount
Gerry Loftin	1005 Grave Keys Road Bassfield MS 39421	$ 350.00
Willie Shaw	Not on File	$ 100.00
Rononda Hollingsworth	707 Quinn Street Hattiesburg MS 39401	$ 565.00
Eddie Jones	Not on File	$ 150.00
Jack Elevterius	Not on File	$ 100.00
Roberta Fairman	313 Willis Avenue Hattiesburg, MS 39401	$ 325.00
Denise Edwards	433 Brady Road Hattiesburg MS 39401	$ 350.00
Ron Johnson	Not on File	$190.00
William May Shaw	Not on File	$ 60.00
Winston Butler	Not on File	$ 120.00
Eddie Jones	Not on File	$ 155.00
Alice Campbell	Not on File	$ 110.00
	Total Amount	$ 2,150.00

Total Amount of Expenditure $14,371.84

Hattiesburg Little League

2015 Expenditure Report

Vendor	Invoice	Amount
Play It		
Again Sport	4/28/2015	$ 1,411.13
	6/2/2015	$ 4,430.56
	6/30/2015	$ 2,756.02
	7/1/2015	$ 1,965.37
Total of Play It Again Sport		$ 10,563.08
Team		
Express	5/13/2015	$ 904.00
	6/1/2015	$ 466.95
Total of Team Express		$1,370.95
BSN Sport League		$287.81
Total of expenditure page 2		$12,221.84

3J Sports, Inc. d/b/a
Play It Again Sports

Invoice

Date: April 28, 2015
PO#: unknown

Customer: Hattiesburg Little League
Richard Garner
RichardGarner@berryplastics.com
601-408-5024

Send Payment To: Play It Again Sports - Hattiesburg
4400 Hardy Street
Suite A-12
Hattiesburg, MS 39402

All Items picked up at store

Qty	Item #	Description	Delivery Date	Price	Line Total
1.00	EASA165039BKL	Easton Black Magic Helmet	3/29/2015	$ 53.99	$ 53.99
1.00	SCH26584B	Schutt LG Black	3/29/2015	$ 17.99	$ 17.99
1.00	SCH12658B1012	Schutt CP Black	3/29/2015	17.99	$ 17.99
4.00	EASA11277431	2015 S300 LL 31/19	4/6/2015	39.99	$ 159.96
3.00	CHPB050	Batting Tee	4/6/2015	18.00	$ 54.00
1.00	RIP140830	Rip It Prototype Big Barrell 30/22 -8	4/28/2015	89.99	$ 89.99
1.00	RIP140530	Rip It Prototype Big Barrell 30/25 -5	4/28/2015	89.99	$ 89.99
1.00	RIP1410B30	Rip It Prototype Big Barrell 30/20 -10	4/28/2015	89.99	$ 89.99
2.00	RIP140531	Rip It Prototype Big Barrell 31/26 -5	4/28/2015	89.99	$ 179.98
1.00	S000052739	Rip It Prototype Big Barrell 31/21 -10	4/28/2015	59.99	$ 59.99
1.00	RIPB140532	Rip It Prototype Big Barrell 32/27 -5	4/28/2015	89.99	$ 89.99
1.00	RIPB140832	Rip It Prototype Big Barrell 32/24 -8	4/28/2015	89.99	$ 89.99
1.00	HBXSLAS14327	Assault 2 5/8" Big Barrell	4/28/2015	74.99	$ 74.99
1.00	RIP140829	Rip It Prototype Big Barrell 29/21	4/28/2015	89.99	$ 89.99
2.00	WILDMR002129	2015 Uprising Big Barrell 29/21	4/28/2015	79.99	$ 159.98

Subtotal	$ 1,318.81
Sales Tax	1.07
Total	$ **1,411.13**

JR Shows

Trans# 131138 Date:05/07/2015 Time:16:21 Reg: 2 Clk:1 Sls:1
Customer:2302 Name:HATTIESBURG

RIPB140830	2014 PROTOTYPE 30/22 -8	89.99	1	89.99
RIPB140530	2014 PROTOTYPE SR 30/25	89.99	1	89.99
RIPB1410B30	2014 PROTOTYPE 30/20 3/4	89.99	1	89.99
RIPB140829	2014 PROTOTYPE 29/21	89.99	1	89.99
WILDMR002129	2015 UPRISING 29/21 2-5/8	79.99	1	79.99
WILDMR002129	2015 UPRISING 29/21 2-5/8	79.99	1	79.99
HBXSLAS14327	ASSAULT 2 5/8" 32/27	74.99	1	74.99
RIPB140832	2014 PROTOTYPE 32/24	89.99	1	89.99
RIPB140532	2014 PROTOTYPE SR 32/27	89.99	1	89.99
RIPB140531	2014 PROTOTYPE SR 31/26	89.99	1	89.99
RIPB140531	2014 PROTOTYPE SR 31/26	89.99	1	89.99
3000052739	BB/SB Senior League Bat	59.99	1	59.99
EASA11277431	2015 S300 LL 31/19	39.99	4	159.96
CHPB050	BAT TEE HD RUBBER	18.00	3	54.00
EASA165039BKL	BLACK MAGIC HELMET	53.99	1	53.99
BCH26584B102	LG SCHUTT BLK 10-12	17.99	1	17.99
BCH12658B1012	CP SCHUTT BLK 10-12	17.99	1	17.99
_1-TAX	STATE TAX	0.00	0	92.32
	Pmt. Check	0.00	0	1411.13

PLAY IT AGAIN SPORTS

Invoice

3J Sports, Inc. d/b/a
Play It Again Sports

Date: June 2, 2015
PO#: unknown

Customer: Hattiesburg Little League
Richard Garner
RichardGarner@berryplastics.com
601-408-5024

Send Payment To: Play It Again Sports - Hattiesburg
4400 Hardy Street
Suite A-12
Hattiesburg, MS 39402

All Items picked up at store

Qty	Item #	Description		Price	Line Total
58.00	PP	Players Uniform Package	5/12/2015	$ 53.00	$ 3,074.00
9.00	CP	Coaches Uniform Package	5/12/2015	$ 31.00	$ 279.00
3.00	MUL56298	Flex Shield Cup with Support YTH Reg	5/7/2015	9.99	$ 29.97
5.00	MUL56299	Flex Shield Cup with Support YTH Lrg	5/7/2015	9.99	$ 49.95
2.00	EASA168093RY	Z5 Grip Helmet Royal SR	5/13/2015	34.99	$ 69.98
8.00	EASA168094RY	Z5 Grip Helmet Royal JR	5/13/2015	34.99	$ 279.92
5.00	EASA168094B	Z5 Grip Helmet Black JR	5/13/2015	34.99	$ 174.95
5.00	EASA168093B	Z5 Grip Helmet Black SR	5/13/2015	34.99	$ 174.95
1.00	CHPA303BLK	Champro Mesh Bag - Black	5/13/2015	7.99	$ 7.99

Subtotal	$ 4,140.71
Sales Tax	1.07
Total	$ **4,430.56**

JR Shows

Trans# 134877 Date:06/30/2015 Time:10:44 Reg: 1 Clk:3 Sls:3
Customer:2302 Name:HATTIESBURG

AUG1526YTH	1526 YTH RBI JERSEY	20.00	36	720.00
AUG1525ADT	1525 ADT RBI JERSEY	20.00	22	440.00
CHPBP3AGS	BP3 GREY ASM	10.00	5	50.00
CHPBP3AGL	BP3 GREY ALG	10.00	2	20.00
CHPBP3YGLG	BP3 GREY YLG	10.00	5	50.00
CHPBP3AGXL	BP3 GREY AXL	10.00	1	10.00
CHPA062BLK	BB BELT - BLACK	4.00	14	56.00
PRO274B	SOLID CUSH ACRY BLK 9-11	4.00	14	56.00
CHPBP3YGLG	BP3 GREY YLG	10.00	7	70.00
CHPBP3AGM	BP3 GREY AMD	10.00	2	20.00
CHPBP3AGS	BP3 GREY ASM	10.00	2	20.00
CHPBP3YGMD	BP3 GREY YMD	10.00	1	10.00
CHPBP3AGL	BP3 GREY ALG	10.00	1	10.00
CHPBP3YGLG	BP3 GREY YLG	10.00	1	10.00
CHPA062NVY	BB BELT - NAVY	4.00	14	56.00
PRO273NAVY	SOLID CUSH ACRY NAVY 7-9	4.00	8	32.00
PRO275NAVY	SOLID CUSH ACR NAV 10-13	4.00	6	24.00
CHPBP3YGLG	BP3 GREY YLG	10.00	8	80.00
CHPBP3AGS	BP3 GREY ASM	10.00	3	30.00
CHPBP3AGL	BP3 GREY ALG	10.00	2	20.00
CHPBP3AGL	BP3 GREY ALG	10.00	1	10.00
CHPBP3AGL	BP3 GREY ALG	10.00	1	10.00
PRO275ROY	SOLID CUSH ACR ROY 10-13	4.00	15	60.00
CHPA062ROY	BB BELT - ROYAL	4.00	15	60.00
CHPBP3YGLG	BP3 GREY YLG	10.00	2	20.00
CHPBP3AGM	BP3 GREY AMD	10.00	2	20.00
CHPBP3AGM	BP3 GREY AMD	10.00	2	20.00
CHPBP3AGS	BP3 GREY ASM	10.00	7	70.00
CHPBP3AG2X	BP3 GREY A2XL	10.00	2	20.00
CHPA062BLK	BB BELT - BLACK	4.00	16	64.00
PRO274B	SOLID CUSH ACRY BLK 9-11	4.00	16	64.00
OUTJM123A	JM123 ADJ MESH ADT	8.00	58	464.00
01506	PRINT SCREEN - TEAM	7.00	58	406.00
01506	PRINT SCREEN - TEAM	2.00	1	2.00
AUG1525ADT	1525 ADT RBI JERSEY	20.00	9	180.00
OUTJM123A	JM123 ADJ MESH ADT	5.00	9	45.00
01506	PRINT SCREEN - TEAM	6.00	9	54.00
DEPOSIT	Refund for LW#104176	4430.56	-1	-4430.56
MUL56298	FLEX SHIELD W/ SUP YT RG	9.99	3	29.97
MUL56299	FLEX SHIELD W/ SUP YT LG	9.99	5	49.95
EASA168093RY	Z5 GRIP MSK SR ROY	34.99	2	69.98
EASA168094RY	Z5 GRIP MSK JR ROY	34.99	8	279.92
EASA168094B	Z5 GRIP MSK JR BLK	34.99	4	139.96
EASA168093B	Z5 GRIP MSK SR BLK	34.99	1	34.99
EASA168092B	Z5 GRIP JR BLK	34.99	1	34.99
EASA168091B	Z5 GRIP SR BLK	34.99	4	139.96
CHPA303BLK	MESH BAG BLK - CHAMPRO	7.99	1	7.99
_1-TAX	STATE TAX	0.00	0	289.85
	No Payments Required.	0.00	0	0.00

PLAY IT AGAIN SPORTS®

3J Sports, Inc. d/b/a
Play It Again Sports

Invoice

Date: June 30, 2015
PO#: unknown

Customer: Hattiesburg Little League
Richard Garner
RichardGarner@berryplastics.com
601-408-5024

Send Payment To: Play It Again Sports - Hattiesburg
4400 Hardy Street
Suite A-12
Hattiesburg, MS 39402

All Items picked up at store

Qty	Item #	Description	Price	Line Total
2.00	MUL56298	Flex Shield Cup with Support YTH Reg	5/14/2015	9.99 $ 19.98
2.00	CHPBP3YGMD	BP3 Pants Gray YMD	5/14/2015	13.00 $ 26.00
2.00	AUG1521	Extra Game Jersey - Yth	5/14/2015	21.00 $ 42.00
6.00	AUG1520	Extra Game Jersey - Adt	5/14/2015	21.00 $ 126.00
3.00	CHPBP3AGS	BP3 Pants Gray ASM	5/14/2015	13.00 $ 39.00
2.00	CHPBP3AGM	BP3 Pants Gray AMD	5/14/2015	13.00 $ 26.00
1.00	CHPBP3AGL	BP3 Pants Gray ALG	5/14/2015	13.00 $ 13.00
8.00	BRS18PLYR	18 Player Scorebook	5/14/2015	5.00 $ 40.00
2.00	BRSLINE	12 Pack Line Up Cards	6/2/2015	4.99 $ 9.98
4.00	USEDFPBAT	Used Fastpitch Bat	6/9/2015	19.99 $ 79.96
3.00	S50	S50 FP BAT	6/9/2015	24.99 $ 74.97
2.00	USEDFPBAT	Used Fastpitch Bat	6/9/2015	9.99 $ 19.98
1.00	USEDFPBAT	Used Fastpitch Bat	6/9/2015	14.99 $ 14.99
1.00	USEDFPBAT	Used Fastpitch Bat	6/9/2015	29.99 $ 29.99
1.00	MAKOFP	Mako FP Bat	6/9/2015	39.99 $ 39.99
4.00	CHPCM01YB	Fielders Mask	6/9/2015	29.99 $ 119.96
24.00	CHPCSB7	11" FP .47/375 Softballs	6/9/2015	4.00 $ 96.00
6.00	EASA164048BKS	Easton Sliding Shorts - Black ASM	6/22/2015	18.00 $ 108.00
1.00	EASA11278431	2015 Easton S1 31/19	6/22/2015	179.99 $ 179.99
1.00	EASA11278530	2015 Easton S2 30/17	6/23/2015	149.99 $ 149.99
1.00	EASA11278428	2015 Easton S1 28/16	6/24/2015	199.99 $ 199.99
1.00	EASA11278429	2015 Easton S1 29/17	6/25/2015	199.99 $ 199.99
1.00	EASA11278328	2015 Mako XL 28/18	6/26/2015	229.99 $ 229.99
1.00	EASA11278329	2016 Mako XL 29/19	6/27/2015	229.99 $ 229.99
1.00	EASA11278330	2017 Mako XL 30/20	6/28/2015	229.99 $ 229.99
1.00	EASA11278331	2018 Mako XL 31/21	6/29/2015	229.99 $ 229.99

Subtotal	$ 2,575.72
Sales Tax	1.07
Total	$ **2,756.02**

JR Shows

Trans# 136953 Date:08/03/2015 Time:13:10 Reg: 1 Clk:3 Sls:3
Customer:2302 Name:HATTIESBURG

EASA164048BKS	SLIDING SHORT BK ADT SM	18.00	1	18.00
EASA164048BKS	SLIDING SHORT BK ADT SM	18.00	2	36.00
EASA164048BKS	SLIDING SHORT BK ADT SM	18.00	3	54.00
EASA11278431	2015 S1 LL 31/19 -12	179.99	1	179.99
EASA11278530	2015 S2 LL 30/17 -13	149.99	1	149.99
EASA11278428	2015 S1 LL 28/16 -12	199.99	1	199.99
EASA11278429	2015 S1 LL 29/17 -12	199.99	1	199.99
EASA11278328	2015 MAKO XL LL 28/18 -10	229.99	1	229.99
EASA11278329	2015 MAKO XL LL 29/19 -10	229.99	1	229.99
EASA11278331	2015 MAKO XL LL 31/21 -10	229.99	1	229.99
EASA11278330	2015 MAKO XL LL 30/20 -10	229.99	1	229.99
S000053459	BB/SB Fastpitch Bat	19.99	1	19.99
S000053060	BB/SB Fastpitch Bat	9.99	1	9.99
S000053913	BB/SB Fastpitch Bat	19.99	1	19.99
EASA11327327	2015 MAKO FP 27/16 -11	39.99	1	39.99
S000052907	BB/SB Fastpitch Bat	14.99	1	14.99
S000052952	BB/SB Fastpitch Bat	9.99	1	9.99
S000052767	BB/SB Fastpitch Bat	29.99	1	29.99
S000053626	BB/SB Fastpitch Bat	19.99	1	19.99
S000053541	VGRIP VFORCE 29/17	19.99	1	19.99
EASA11324126	2015 FS50 FP 26/16	24.99	1	24.99
EASA11324127	2015 FS50 FP 27/17	24.99	1	24.99
EASA11324125	2015 FS50 FP 25/15	24.99	1	24.99
CHPCM01YB	FIELDERS MASK YTH SB BLK	29.99	4	119.96
CHPCSB7	11" FP .47/375 YELLOW ASA	4.00	24	96.00
BRSLINEUPDZ	LINE UP CARD 12 PACK	4.99	1	4.99
BRSLINEUPDZ	LINE UP CARD 12 PACK	4.99	1	4.99
AUG1521YTH	1521 JERSEY YTH	21.00	2	42.00
AUG1520ADT	1520 JERSEY ADULT	21.00	1	21.00
AUG1520ADT	1520 JERSEY ADULT	21.00	5	105.00
CHPBP3AGS	BP3 GREY ASM	13.00	3	39.00
CHPBP3AGM	BP3 GREY AMD	13.00	2	26.00
CHPBP3AGL	BP3 GREY ALG	13.00	1	13.00
BRS18PLYPIAS	18 PLAYER SCOREBOOK	5.00	8	40.00
MUL56298	FLEX SHIELD W/ SUP YT RG	9.99	2	19.98
CHPBP3YGMD	BP3 GREY YMD	13.00	2	26.00
L1-TAX	STATE TAX	0.00	0	180.30
	Pmt. Check	0.00	0	2756.02

Invoice

3J Sports, Inc. d/b/a
Play It Again Sports

Date: July 14, 2015
PO#: unknown

Customer: Hattiesburg Little League
Richard Garner
RichardGarner@berryplastics.com
601-408-5024

Send Payment To: Play It Again Sports - Hattiesburg
4400 Hardy Street
Suite A-12
Hattiesburg, MS 39402

All Items picked up at store

Qty	Item #	Description	Price		Line Total
14.00	ALL-STAR PLAYER	ALL-STAR UNIFORM PACKAGE PLAYER	7/11/2015	98.25	$ 1,375.50
8.00	ALL-STAR COACH	ALL-STAR UNIFORM PACKAGE COACH	7/11/2015	55.79	$ 446.32
					$ -
3.00	BRSLINE	Line-Up Cards	7/6/2015	4.99	$ 14.97
					$ -
					$ -
					$ -
					$ -
					$ -
				Subtotal	$ 1,836.79
				Sales Tax	1.07
				Total	$ **1,965.37**

JR Shows

Trans# 136952 Date:08/03/2015 Time:13:08 Reg: 1 Clk:3 Sls:3
Customer:2302 Name:HATTIESBURG

3RSLINEUPDZ	LINE UP CARD 12 PACK	4.99	3	14.97
TAA1762B	PINSTRIPE VEST YTH	32.00	10	320.00
TAA1752B	PINESTRIPE VEST ADT	32.00	4	128.00
TAA3215	PINESTRIPE PANT YTH	30.00	10	300.00
TAA3259	PINESTRIPE PANT ADT	30.00	4	120.00
RIC514ADT	514 MESH CAP ADULT	10.00	14	140.00
PRO274PUR	SOLID CUSH ACRY PUR 9-11	4.00	14	56.00
CHPA062PUR	BB BELT - PURPLE	4.00	14	56.00
01506	PRINT SCREEN - TEAM	18.25	14	255.50
RIC514ADT	514 MESH CAP ADULT	10.00	8	80.00
TAA1221B	HOME RUN F-BTN JERS ADT	28.00	8	224.00
01506	PRINT SCREEN - TEAM	17.79	8	142.32
_1-TAX	STATE TAX	0.00	0	128.58
	Pmt. Check	0.00	0	1965.37

TEAM EXPRESS

5750 NORTHWEST PKWY, SUITE 100
SAN ANTONIO, TX 78249

Telephone 210-348-7000
Fax 210-525-9339
Tax registration number

Page 1 of 2
Number SO000390915
Date 6/26/2015
@TED1242 Open order
Detailed status Open order
Requisition
Your ref.
Our ref. Trey Mullen
Payment OA

Ship to:
Hattiesburg Little League
433 Brady Rd
Hattiesburg, MS 39401

Item number	Description	Quantity	Unit	Sales price	Amount
DSLL DZ	DIAMOND SENIOR LITTLE LEAGUE BASEBALL DZ	10.00	DZ	46.00	460.00

Currency	Sales subtotal amount	Total discount	Charges	Net amount	Sales tax	Total
USD	460.00	0.00	6.95	466.95	0.00	466.95

From: Steven Bell <steven.bell@teamexpress.com>
To: 'DEHATTIESBURG@AOL.COM' <DEHATTIESBURG@AOL.COM>
Subject: Team Express
Date: Wed, May 13, 2015 5:02 pm

Let me know.

DBP DZ	12	DIAMOND OFFICIAL LEAGUE PRACTICE BASEBALL
WHITE	432.00	
DSLL DZ	10	DIAMOND SENIOR LITTLE LEAGUE BASEBALL
DZ	460.00	

Total Product $	892.00
Sales Tax	.00
UPS STANDARD GROUND	12.00
Total for order is	904.00

Steven Bell
Account Executive
Direct: 210-483-7273
Toll Free: 1-866-816-9892
Fax- 210-483-7407

TE TEAM EXPRESS

Home Mail Search News Sports Finance Weather Games Answers Screen Try Yahoo Mail on Firefox » Show Ad

Quote.PDF | Download 1 of 1 Search Search Mail Search Web Home hlittleleague

Compose

Inbox (142)
Drafts (3)
Sent
Spam (65)
Trash
Smart Views
Unread
Starred
People
Social
Travel
Shopping
Finance
Folders
Recent

BSN SPORTS LEAGUE

DALLAS, TX 75209
Tel: 1-800-774-6972 Fax: 1-800-866-5760
Visit us at www.bsnsports.com

Quote

Quote #: 20720989
Purchase Order #: Duffle Bags
Cart Name:
Quote Date: 06/03/2015
Quote Valid-to: 06/30/2015
Payment Terms: NT00
Ship Via:
Ordered By: Denise Edwards

Contact Your Rep
Ryne Burgess Email:rburgess@bsnsports.com | Phone:t

Sold to
2613280
Hattiesburg L.L.
433 Brady Road
HATTIESBURG MS 39401
USA

Ship To
2613280
Hattiesburg L.L.
433 Brady Road
HATTIESBURG MS 39401
USA

Payer
2613280
Hattiesburg L.L.
433 Brady Road
HATTIESBURG MS 39401
USA

Item Description	Qty	Unit Price	Total
BSN Sports Equipment Duffle Bag-XL Item # - 1385404	10 EA	$ 22.99	$ 229.90

Subtotal:	$229.90
Other:	$0.00
Freight:	$39.08
Sales Tax:	$18.83
Order Total:	$287.81
Payment/Credit Applied:	$0.00
Order Total:	**$287.81**

Check your quote at www.bsnsports.com/?&ProgramID=20720989&zip=39401
Page: 1 of 1

by cheishichiyo on flickr

City of Hattiesburg, MS

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

Master

File Number: 2016-2416

File ID:	2016-2416	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	01/25/2016
Brief Title:	FY 2014-2015 Dixie Boys Expenditure Report			**Final Action:**	
				Minute Book Number:	MB2016-35

Title:
Acknowledge Receipt of FY 2014-2015 Expenditure Report from Noon Day Optimist Club for Dixie Boys Baseball Program.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	2015 Dixie Boys Baseball Expenditure Report	**Enactment Number:**	
Contact:		**Meeting Date:**	02/02/2016
Drafter:	Ann Jones	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/02/2016					

Text of Legislative File 2016-2416

Title
Acknowledge Receipt of FY 2014-2015 Expenditure Report from Noon Day Optimist Club for Dixie Boys Baseball Program.

Summary
Acknowledgement

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Hattiesburg Optimist Club
P.O. Box 16026
Hattiesburg, MS 39404

TO: **DR. CLEMON TERRELL, DIRECTOR**
HATTIESBURG PARKS AND RECREATION

FROM: **HATTIESBURG OPTIMIST CLUB**

DATE: **November 24, 2015**

RE: **HATTIESBURG DIXIE BOYS 2016 SPONSORSHIP REQUEST AND FINANCIAL REPORT FOR 2015 SEASON**

The 2015 Baseball Season was another successful campaign with our 13 Year Old All-Stars making a trip to the Dixie Boys World Series in Akin, South Carolina. Even though they did not bring home a title, they represented themselves well and were great ambassadors for the City of Hattiesburg.

Our Dixie Boys baseball program continues to maintain the winning traditions of Hattiesburg baseball. The Hattiesburg Optimist Club is so very proud to partner with the City of Hattiesburg to provide opportunities for 13 and 14 year olds to improve their baseball skills, along with learning life lessons that will be with them throughout their lives. In order to continue our mission of providing baseball opportunities for all 13 and 14 year olds in the City of Hattiesburg, we would like to request our yearly sponsorship of $12,200 for the 2016 season. Attached, you will find a detailed copy of our financial records from the 2015 season.

We thank you for your past support and for your consideration of our sponsorship request for the 2016 season. Please know that together we will look to continue the great traditions of quality baseball for all who play in our program at Kamper Park/Jack Cameron Field

Adam Roberts
President

Russ Hendley
Secretary/Treasurer

Chris Bedenbaugh
League Director

HATTIESBURG OPTIMIST CLUB
DIXIE BOYS BASEBALL
13 AND 14 Year Olds
FINANCIAL REPORT, 2015

INCOME

City of Hattiesburg Sponsorship		$ 12,200.00	
Team Sponsorships		$ 2,000.00	
Outfield Signs		$ 3,225.00	
Registrations and Donations		$ 1,040.00	
Concessions		$ 5,210.70	
13 Yr. old State Tournament Program Ads		$ 650.00	
13 Yr. old State Tournament Gate		$ 640.00	
14 Yr. old raffle		$ 1,500.00	
14 Yr. old State Tournament -Ck. From Cleveland		$ 625.00	
13 Yr. old raffle/donation		$ 4,400.00	
Forrest General Hospital		$ 1,000.00	
Forrest County Board of Supervisors		$ 2,000.00	
Lamar County Board of Supervisors		$ 1,000.00	
TOTAL		$ 35,490.70	$ 35,490.70

EXPENSES

Regular Season			
Umpires and Officials		$ 4,160.00	
Baseball equipment and uniforms		$ 2,453.94	
League Insurance		$ 722.92	
Franchise Fee		$ 365.00	
Umpire Association Scheduling Fees		$ 150.00	
Concession Labor		$ 1,000.00	
Sam's club		$ 1,285.69	
Coca-Cola		$ 1,866.72	
WalMart		$ 129.19	
Dollar General		$ 125.00	
Sunflower		$ 258.50	
Dixie Boys Scholarship Fund		$ 325.00	
Post Office Box and postage		$ 127.00	
Strick's Baseball meeting		$ 204.00	
TOTAL		$ 13,172.96	$ 13,172.96

13 Year Old World Series and Expenses			
State Tournament Umpire and officials		$ 220.00	
State Tournament Director's fee		$ 350.00	
Baseballs		$ 338.35	
Play It Again Sports Uniforms		$ 2,154.16	
Travel Money Optimist Club		$ 3,000.00	
charter Bus		$ 5,400.00	
Additional Travel Fund-Optimist Club		$ 2,535.00	
State Champions T-shirts		$ 225.00	
Fundraiser Beverage and Food		$ 175.00	
Raffle Ticket supplies and printing		$ 75.00	
TOTAL		$ 14,472.51	$ 14,472.51

14 Year Old Expenses			
Hotel bill		$ 2,168.07	
Travel fund		$ 1,225.00	
Rental of Van		$ 460.00	
Uniforms-Play It Again Sports		$ 1,000.00	
TOTAL		$ 4,853.07	$ 4,853.07

Miscellaneous			
Pine Belt Trophy		$ 699.00	
Bourne Bros. -Signs for Outfield		$ 374.50	
Elvin LeFebure-Crawfish purchase		$ 355.00	
Sunflower Cooking supplies		$ 100.00	
Photographer - Opening Day and Teams		$ 200.00	
Hattiesburg Athletic Boosters - Rings for World Series Team		$ 400.00	
All Star Patches for World Series Team		$ 75.00	
Bellevue Florist - (Terry Stanford)		$ 87.74	
JMH Graphics-Outfield Signs		$ 582.80	
TOTAL		$ 2,874.04	$ 2,874.04
TOTAL INCOME			$ 35,490.70
TOTAL EXPENSES			$ 35,372.58
			$ 118.12

City of Hattiesburg, MS

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

Master

File Number: 2016-2413

File ID:	2016-2413	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	01/25/2016
Brief Title:	FY 2014-2015 Dixie Youth Expenditure Report			**Final Action:**	
				Minute Book Number:	MB2016-35

Title:
Acknowledge Receipt of FY 2014-2015 Expenditure Report from Hattiesburg Exchange Club for Dixie Youth Baseball.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	2015 Dixie Youth Baseball Expenditure Report	**Enactment Number:**	
Contact:		**Meeting Date:**	02/02/2016
Drafter:	Ann Jones	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/02/2016					

Text of Legislative File 2016-2413

Title
Acknowledge Receipt of FY 2014-2015 Expenditure Report from Hattiesburg Exchange Club for Dixie Youth Baseball.

Summary
Acknowledgement

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Jones, Ann

From: Mike Smith <redbird195158@yahoo.com>
Sent: Wednesday, January 13, 2016 10:21 AM
To: Jones, Ann
Cc: Larry Doleac
Subject: Hattiesburg Dixie Youth Baseball 2015 Financial Report.

Hattiesburg Dixie Youth Baseball Financial Report for 2015

Beginning balance...$8,731.94

Income:

City & County.....65,000.00
Convention
Center.....5,000.00
Registration.....36,750.00
Sponsorships.....23,000.00
Fish Fundraiser.....8,120.00
Coke Fundraiser.....11,960.00
Donations.....500.00
Concessions.....15,329.50
Gate Fees, tshirts,
Programs.....41,765.00
Vendor's fees.....1,293.75
Pictures.....2,624.00

Total Income.....211,342.25

Expenditures

Umpires.....33,390.00
Scorekeepers 10,292.00
Office supplies.....4,847.69
Baseball Equip.....38,855.00
Coke fundraiser.....8,560.00
Fish fundraiser.....5,457.00
Field Main.....3,316.00
Equipment repair.....4,996.00
Field 5 expansion....70,816.55
Signs.....1,300.00
Programs.....3,100.00
Franchise fees.....272.00
Tournament fees.....1,000.00
Trophies & awards....5,833.50
Postage & Box rent.....510.00
Insurance.....3,125.00
Scholarships.....2,000.00
Coaches shirts.....4,965.00

Clinic.....1,210.00
Credit card fees.....1,365.00
Tshirts.....4,215.66
Hospitality.....255.62

Total expenses.....209,682.02

Ending balance.....10,382.17

Submitted by: Mike Smith, Hattiesburg Dixie Youth Treasurer.

City of Hattiesburg, MS

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

Master

File Number: 2016-2438

File ID:	2016-2438	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	01/26/2016
Brief Title:	Four ADA accessible bus shelters; publication and specifications.			**Final Action:**	
				Minute Book Number:	MB2016-35

Title:

Approve plans and specifications for four(4) ADA Accessible Bus Shelters for the City of Hattiesburg, and authorize the advertisement for same.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Advertisement for Bids, Bus Shelters, 2016, Additional Specifications, Bus Shelters (Mass Transit), 2016, Bus Shelter Specifications 2016	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/02/2016					

Text of Legislative File 2016-2438

Title

Approve plans and specifications for four(4) ADA Accessible Bus Shelters for the City of Hattiesburg, and authorize the advertisement for same.

Summary

Approving plans and specifications and authorizing publication for (4) ADA accessible bus shelters.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

ADVERTISEMENT FOR BIDS

CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

FOUR ADA ACCESSIBLE BUS SHELTERS FOR THE CITY OF HATTIESBURG

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, located at 200 Forrest Street, Hattiesburg, Mississippi 39401, until 10:00 a.m. local time, on **Thursday, March 3, 2016,** for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. All bids so received will be publically opened and read aloud.

Work consists of the following:

> Engineer, fabricate, and deliver four (4) new bus shelter packages to the City of Hattiesburg for future installation by the City. A bus shelter package includes a bus shelter, bench, bicycle rack and trash receptacle.

The contract time is **90** consecutive calendar days.

The above outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications referred to herein.

The City of Hattiesburg hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The proposal and contract documents in its entirety shall be submitted in an opaque sealed envelope, plainly marked on the outside with the information below, addressed and delivered to City Clerk, City of Hattiesburg, P.O. Box 1898, Hattiesburg, MS 39403 prior to the hour and date assigned above. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the City.

Sealed Bid envelope format: (Upper Left Hand Corner)

Bidder's Name
Bidder's Address

To: City Clerk
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

(Lower Left Hand Corner)
Bid for Construction of FOUR ADA ACCESIBLE BUS SHELTERS
FOR THE CITY OF HATTIESBURG

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 2nd day of February, 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

City Clerk

(SEAL)

Publish February 10, 2016, and February 17, 2016, in the Clarion Ledger and Hattiesburg American.

ADDITIONAL SPECIFICATION NOTES

CITY OF HATTIESBURG BUS SHELTERS

1. All City of Hattiesburg bus shelters must be ADA-accessible.
2. All shelter materials must be shipped and received by the City of Hattiesburg within 90 days of the bid award date.
3. All City of Hattiesburg bus shelters must be made of steel in accordance with specifications.
4. Paint color must match that of existing City of Hattiesburg bus shelters.
5. All nuts and bolts and any other materials needed for constructing City of Hattiesburg bus shelters are to be provided by the bid awardee.

Any additional questions or comments must be addressed in writing and sent to:

Vincent Nelms
Division Manager, Mass Transit
Department of Federal and State Programs
P.O. Box 1898
City of Hattiesburg, MS 39403

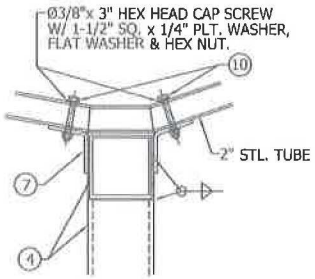
or by email to:

vnelms@hattiesburgms.com

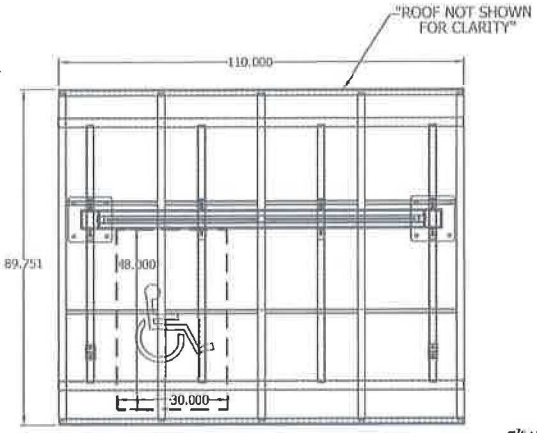
NOTES:
1) FABRICATED FROM STRUCTURAL STEEL WITH GALVANIZED ROOF.
2) STRUCTURE TO BE SANDBLASTED PRIMED & FINISHED WITH ACRYLIC ENAMEL TO CUSTOMERS COLOR.
3) OTHER MATERIALS & PAINT FINISHES ARE OPTIONAL.
4) ANCHOR BOLTS & BASE PATTERN SUPPIED WITH STRUCTURE.
5) ALL CONNECTIONS WELDED UNLESS OTHERWISE NOTED.
6) ALL HARDWARE TO BE TAMPER RESISTANT UNLESS OTHERWISE NOTED.
7) STRUCTURE DRAWN IS SUBJECT TO ENGINEERING CHANGES OR MODIFICATIONS PRIOR TO MANUFACTURING.

BILL OF MATERIALS

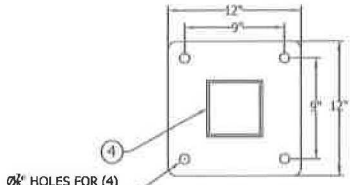
ITEM	DESCRIPTION	MATERIAL	PART NO.	SUPPLIER	FINISH
1	2 x 2 x 3/16W A500 GR. B STL. TUBE	STEEL	X	X	X
2	2 x 3 x 1/4W A500 GR. B STL. TUBE	STEEL	X	X	X
3	2 x 1 x .125W A500 GR. B STL. TUBE	STEEL	X	X	X
4	5 x 5 x 3/8W A500 GR. B STL. TUBE	STEEL	X	X	X
5	3/4 A36 STL. BASE PLATE	STEEL	X	X	X
6	1/4 A36 STL. BASE PLATE	STEEL	X	X	X
7	2 x 1/4 A36 STL. FLB.	STEEL	X	X	X
8	24 GA. STANDING SEAM ROOF	GALV.	X	X	X
9	GASKETED #12 TECH SCREWS	STEEL	X	X	X
10	3/8 x 3 HEX HEAD BOLTS	STEEL	X	X	X
11	1/4-1/8 CLEAR POLYCARBONATE	POLY	X	X	X
12	3/4 x 3/4 x 1/8 STL. ANGLE	STEEL	X	X	X
13	2 x 2 x 1/8 STL. TUBE	STEEL	X	X	X



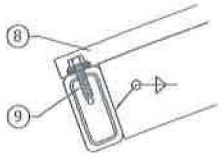
TYP ROOF CONNECTION DETAIL
NTS



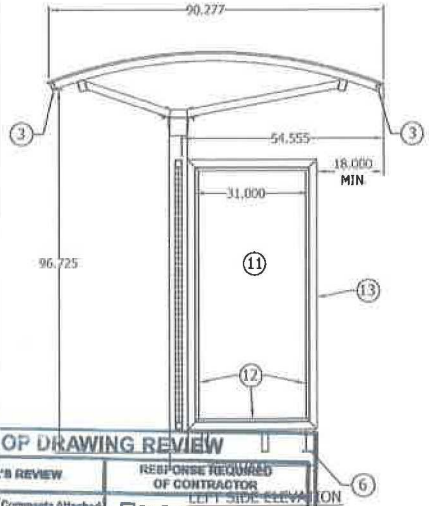
PLAN VIEW

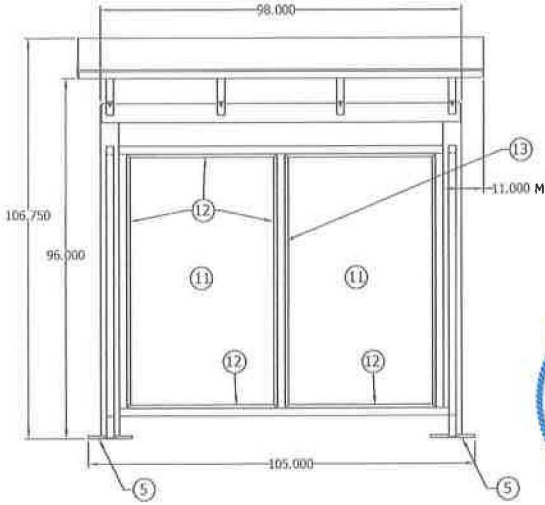


Ø⅝" HOLES FOR (4)
Ø⅜" ANCHOR BOLTS WITH 8" EMBED
BASE PLATE DETAIL
NTS



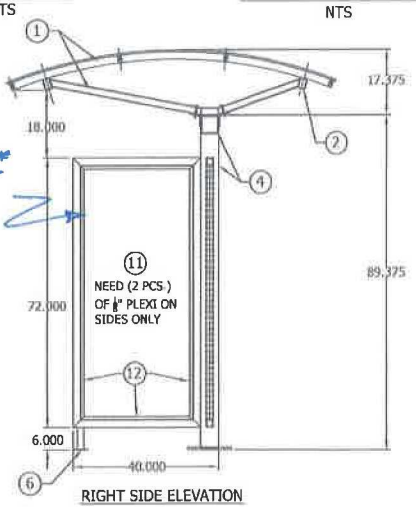
TYP ROOF PANEL CONNECTION
NTS





FRONT ELEVATION

Access & Side Panels for Displays + Both sides



RIGHT SIDE ELEVATION

JASON M. CONN LICENSED PROFESSIONAL ENGINEER 19365 STATE OF MISSISSIPPI

SHOP DRAWING REVIEW

ENGINEER'S REVIEW	RESPONSE REQUIRED OF CONTRACTOR
☐ Approved ☐ Comments Attached ☑ Approved As Noted ☐ Not Approved	☐ Confirm ☐ Resubmit

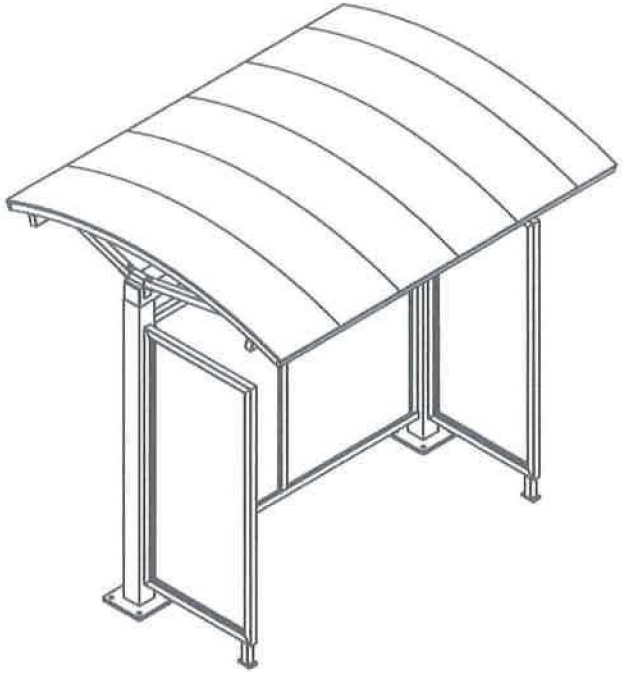
☐ Acknowledged (Not subject to Engineer's Review or Approval)

Review of this shop drawing is limited to the review of dimensions, materials as presented in the Contract plans, specifications, and for conformance with the design concept of the project. This review does not relieve the Contractor from errors or omissions in the submittal or from the Contractor's responsibility of addressing any deviations from the Contract Documents. The Contractor is responsible for the details and dimensions of fabrication and manufacture, the means, methods, techniques, sequences or procedures of construction and performing its work in a safe manner.

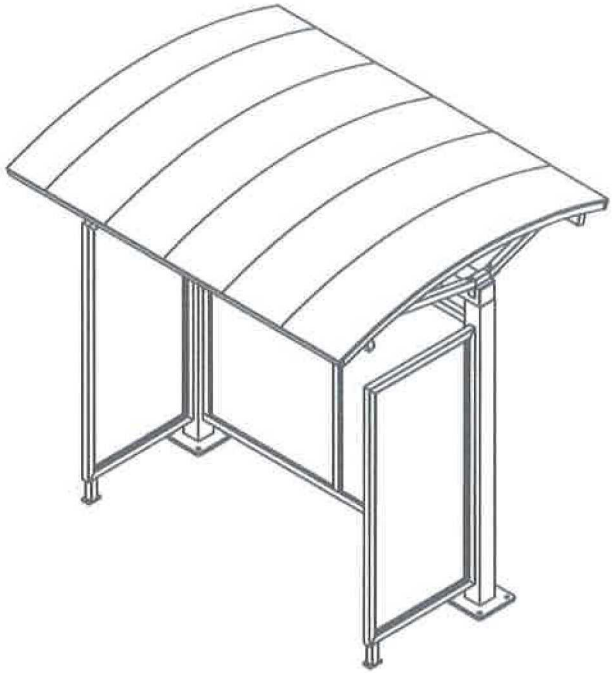
CDM Smith By: Date 10/8/13

REVISIONS		
REV	Description	REV BY
-	X	X
-	X	X
-	X	X

REVISIONS		
REV	Description	REV BY
-	X	X
-	X	X
-	X	X



SE ISOMETRIC VIEW



SW ISOMETRIC VIEW

SHOP DRAWING REVIEW

ENGINEER'S REVIEW	RESPONSE REQUIRED OF CONTRACTOR
☐ Approved ☐ Comments Attached ☐ Approved as Noted	☐ Confirm ☐ Resubmit

☐ Acknowledged (Not subject to Engineer's Review or Approval)

Review of this shop drawing is limited to the review of dimensions, details as presented in the Contract plans, specifications, and for conformance. Review does not relieve the Contractor from errors or omissions and does not relieve the Contractor's responsibility of addressing any deviations from the Contract Documents. The Contractor is responsible for the details and dimensions of fabrication and manufacture, the means, methods, techniques, sequences or procedures of construction and performing its work in a safe manner.

CDM Smith By: [signature] Date 10/7/13

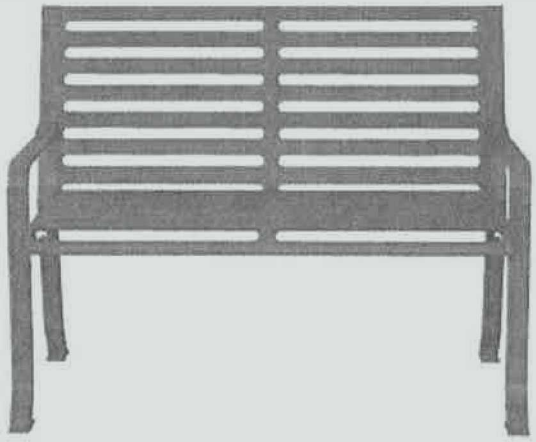
SEE SHEET 1 OF 2

JASON M. CONN
LICENSED PROFESSIONAL ENGINEER
18365
STATE OF MISSISSIPPI

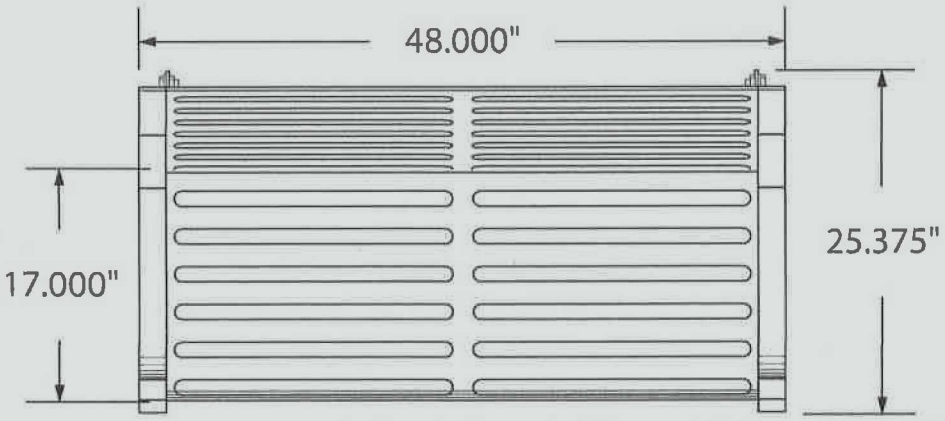
4' HORIZONTAL SLATTED BENCH

Wt. 235 lbs

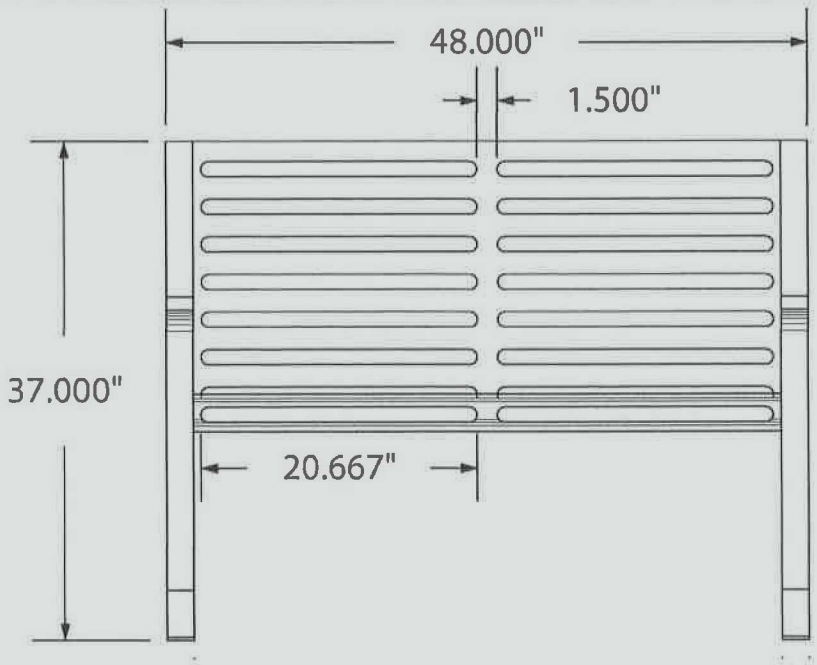
photo



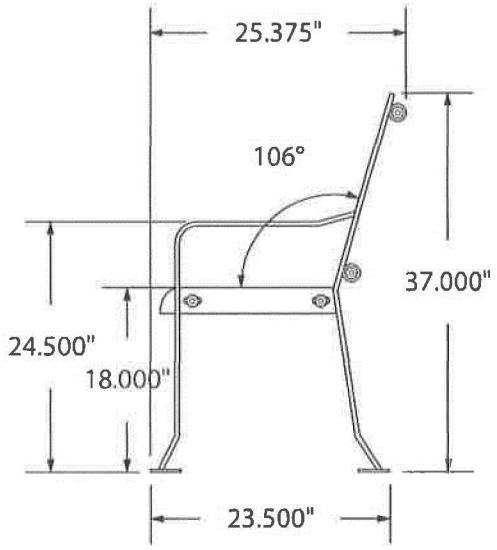
top view



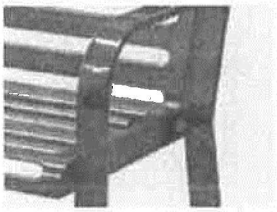
front



side view



product finish



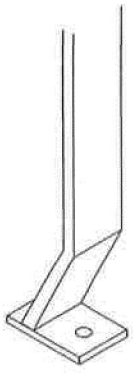
- 11 Gage steel construction
- Leg assembly constructed from ⅜" steel

The functional surfaces of our furniture are covered in a copolymer-based thermoplastic powder coating. Thermoplastic is environmentally safe, the coating will never fade, crack, peel, warp, or discolor for the life of the product. Thermoplastic is applied at a thickness of 25-30 mils.

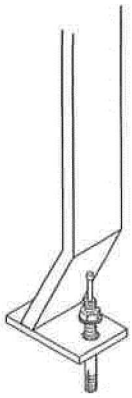
mounting types

P = Portable : no mount

SM = Surface Mount: concrete anchors through holes on legs



portable



surface mount

SPECIFICATIONS

24 1/2 " CENTER TO CENTER OVERALL WIDTH WITH A TOTAL OVERALL HEIGHT OF 38 1/2"

MADE OF 2 7/8" 12GAUGE GALVINIZED STEEL TUBING.

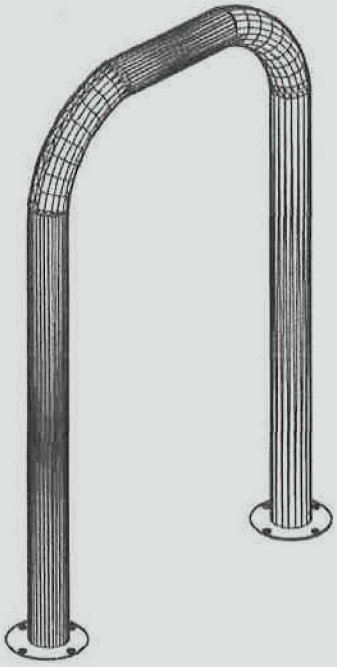
COATED WITH A THERMAL PLASTIC COATING TO PREVENT RUST AND SCRATCHES

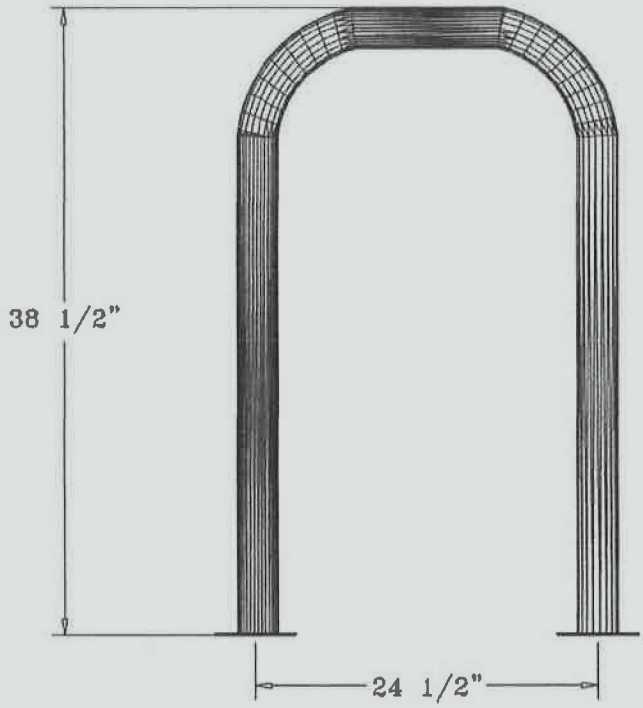
COLOR OPTIONS

MARINER BLUE
GREEN

NO ASSEMBLY REQUIRED

ALL HARDWARE IS NON-CORROSIVE.
WEIGHT FOR THE BIKELOOPSM IS 25 LB.



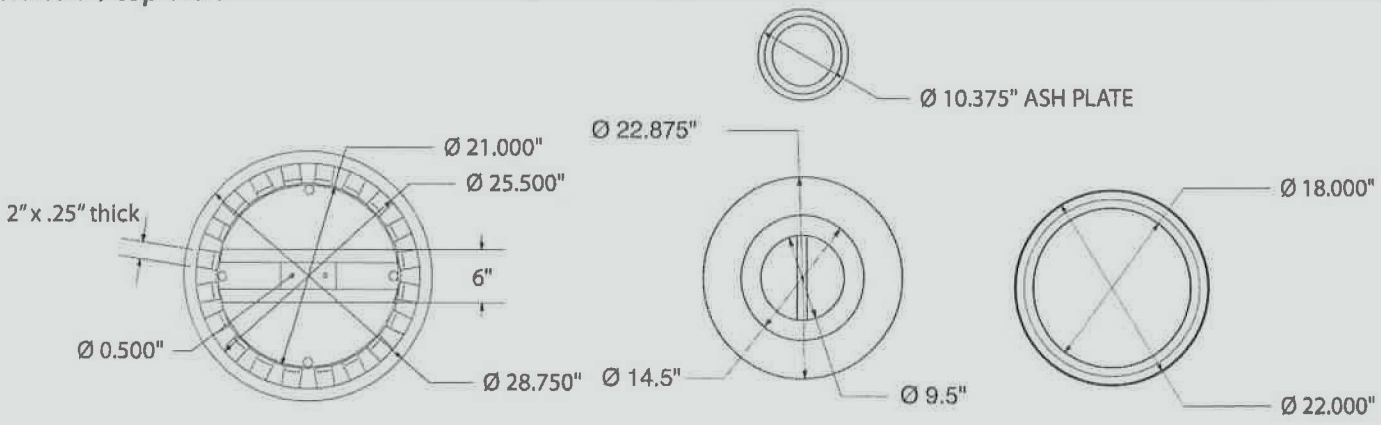


32 GALLON WELDED RECEPTACLE W SPUN METAL LID *portable* **Wt. 160 lbs**

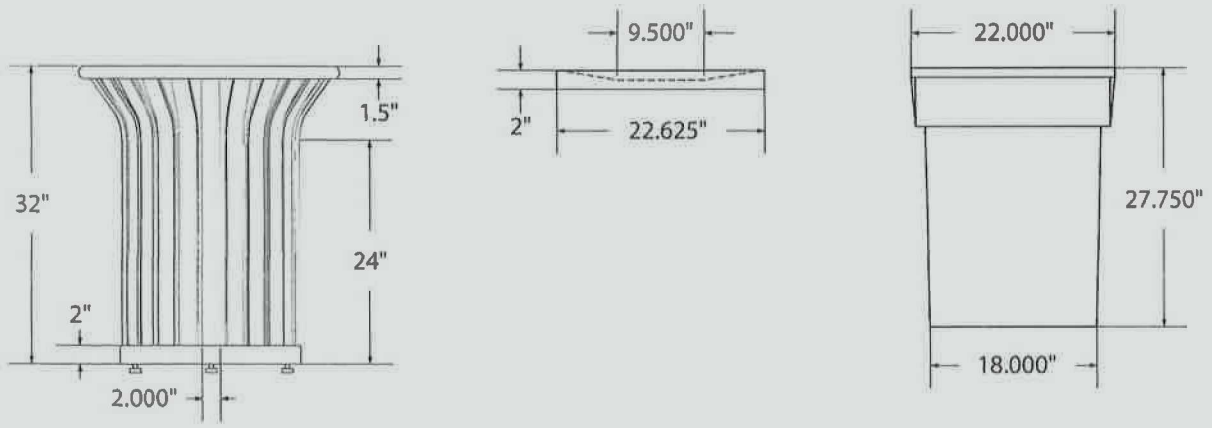
photo



bottom / top view

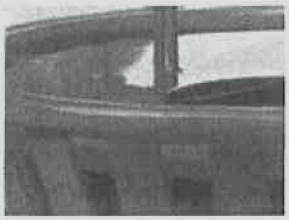


front view

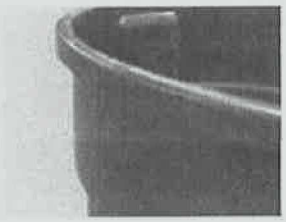


RECEPTACLE **LID** **INSERT**

product details



Coated Surfaces:
- Thermoplastic coated
- Copolymer-based, environmentally safe
- Does not fade, crack, peel warp
- Applied at a thickness of 25-30 mils.
- 5 Year warranty on coating



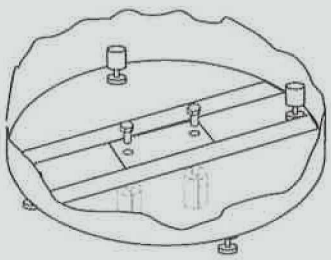
Liner:
- Black polyethylene plastic

Construction:
- ¼" x 2" Steel straps
- 1½" Steel tube lip
- 4 Leveler feet
- Optional surface mount plate for mounts (see below)

mounting types

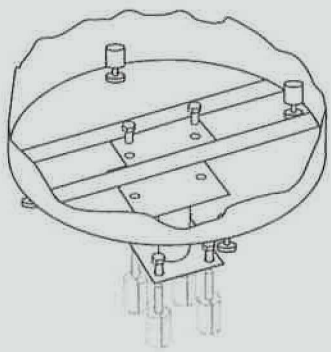
P = Portable :
No mount.

Surface Mount1:
Concrete anchors through bottom plate.



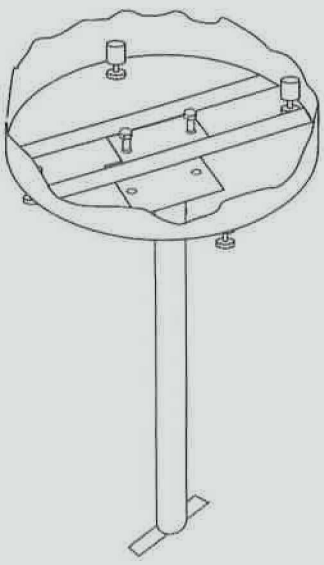
SURFACE MOUNT (1)

Surface Mount2:
Bolts through bottom plate into surface mount accessory and mounted to concrete with anchors.

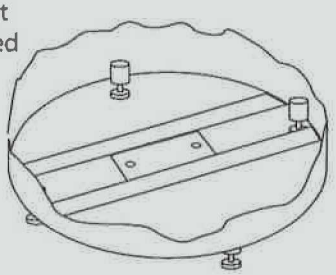


SURFACE MOUNT (2)

IG= In-Ground:
Bolts through bottom plate into surface mount accessory and embedded in hole filled with concrete.



IN-GROUND



PORTABLE

3.3 - Make/Model Name/ID of Transit Shelter & Amenities:

Transit Shelter: SFI13233TS,

Shelter Bench: SFI13233SB,

Trash Receptacle: SFI13233TR,

Bike Rack: SFI13233BR

3.4 - Paint Color:

Powder Coat – Argento 305 Metallic 038/90007,

Touch-up Paint – DuPont Imron Industrial – tint 1514-AG-009-SC

TIGER

Drylac Powder Coatings

Super durable

038/90007

ARGENTO 305 METALLIC
SAT/MET

35min338F/170C-15min392F/200C
B.: 692408496
03/04/2013

Color/effect sample prepared under lab conditions. Product and/or application related deviations of color/effect are possible. Prior to processing the appropriate product data sheets and technical information sheets must be consulted.

TIGER Drylac Powder Coatings
1-800-243-8148
www.tiger-coatings.com
www.tiger-coatings.us

City of Hattiesburg, MS

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

Master

File Number: 2016-2439

File ID:	2016-2439	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	2	**Reference:**		**In Control:**	City Council
				File Created:	01/26/2016
Brief Title:	Grave buyback			**Final Action:**	
				Minute Book Number:	MB2016-35

Title:

Approve the City's purchase of two (2) grave spaces located in the Southwest Quarter (SW1/4) Lot 6 Section 18, of Highland Cemetery, in the amount of $350.00 to Peggy Findley; authorize manual check for the same.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Findley- Supporting Documents	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council - Amendments to the Agenda	02/02/2016					
1	City Council	02/02/2016					

Text of Legislative File 2016-2439

Title

Approve the City's purchase of two (2) grave spaces located in the Southwest Quarter (SW1/4) Lot 6 Section 18, of Highland Cemetery, in the amount of $350.00 to Peggy Findley; authorize manual check for the same.

Summary

Cemetery buyback

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 9-11- 2000

SOLD TO:

Mr.. Mrs. Miss Peggy Findley

ADDRESS 313 Crestmont Ave Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

____ 1/2 SW 1/4 Lot No. 6 Section No. 18 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K. Hinton

Supt. of City Cemeteries

Rec'd 1/13/16
Turned in 1/15/16

1/12/16

I wish to sell two grave spaces in lot number six, section number eighteen to the city of Hattiesburg. Southwest Quarter (SW 1/4) Lot 6, Section 18

Thank You,

Peggy Findley
Peggy Findley
271 Indian Springs Rd
Petal, Ms. 39465
(601) 545-3470

I Joe H Williams OK
1/15/16

City of Hattiesburg, MS

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

Master

File Number: 2016-2442

File ID:	2016-2442	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	01/26/2016
Brief Title:	Sale of grave spaces			**Final Action:**	
				Minute Book Number:	MB2016-35

Title:
Approve the sale of grave spaces, per attached memo.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Receipts2-2-16, Deeds 2-2-16, executed Deeds 2-2-16	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/02/2016					

Text of Legislative File 2016-2442

Title

Approve the sale of grave spaces, per attached memo.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01/12/ 20 16

SOLD TO:

Mr.. Mrs. Miss Linda Lowery

ADDRESS 45 Longino Rd Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— 1/2 SE 1/4 Lot No. 47 Section No. 36 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bonne

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01-13- 20 16

SOLD TO:

Mr.. Mrs. Miss Bonnie J. Ancheta

ADDRESS 1204 Marie St, Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

— 1/2 SE 1/4 Lot No. 9 Section No. 26 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bonne

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01-13- 20 16

SOLD TO:

Mr.. Mrs. Miss Helon Lofton 7538

ADDRESS 512 Timothy Lane, Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— 1/2 NW 1/4 Lot No. 42 Section No. 37 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

Deborah Bonne

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01/12/ 20 16

SOLD TO:

Mr.. Mrs. Miss Nicholas Brown

ADDRESS 411 E. 5th St Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 40 Section No. 32 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 Burnes

Supt. of City Cemeteries

Mail to:
1009 Montgomery Circle
Hattiesburg, MS.
39401

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01-14- 20 16

SOLD TO:

Mr.. Mrs. Miss Patricia Ann Scott

ADDRESS 1408 Elizabeth Ave. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 31 Section No. 28 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

ck # 1023

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burnes

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01- 11- 20 16

SOLD TO:

Mr.. Mrs. Miss Rev. James Washington

ADDRESS 1022 New Orleans St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 77 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

ck # 11834

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burnes

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 Nicholas Brown 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 40 Section 32

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 2nd day of February, 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 2nd day of February, 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 Patricia Ann Scott 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 31 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 2nd day of February, 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 2nd day of February, 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 Rev. James Washington 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 77 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 2nd day of February, 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 2nd day of February, 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, Linda Lowery 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 47 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 2nd day of February, 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 2nd day of Febrauy, 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, Bonnie J. Ancheta 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 9 Section Number 26

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 2nd day of February, 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 2nd day of Febrauy, 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, Helon Lofton subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 42 Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of February, 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 2nd day of Febrauy, 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 Nicholas Brown 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 40 Section 32

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 2nd day of February, 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 2nd day of February, 2016.

My Commission Expires:
11-6-16

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
FORREST COUNTY

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 Patricia Ann Scott 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 31 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 2nd day of February, 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 2nd day of February, 2016.

My Commission Expires:

11-6-16

NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
FORREST COUNTY

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 Rev. James Washington 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 77 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 2nd day of February, 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 2nd day of February, 2016.

My Commission Expires:

11-6-14

NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
FORREST COUNTY

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, Linda Lowery 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 47 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 2nd day of February, 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 2nd day of Febrauy, 2016

My Commission Expires:

11-6-16

NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64873
Commission Expires
November 6, 2016
FORREST COUNTY

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, Bonnie J. Ancheta 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 9 Section Number 26

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 2nd day of February, 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 2nd day of Febrauy, 2016

My Commission Expires:

11-6-16

NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
FORREST COUNTY

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, Helon Lofton subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 42 Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of February, 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 2nd day of Febrauy, 2016

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NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
FORREST COUNTY

City of Hattiesburg, MS

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

Master

File Number: 2015-2394

File ID:	2015-2394	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	2	**Reference:**		**In Control:**	City Council
				File Created:	01/11/2016
Brief Title:	CDBG Program Payments			**Final Action:**	
				Minute Book Number:	MB2016-35

Title:

Approve and authorize issuance of manual check for CDBG Program Claims per the attached memorandum. {Entitlement}

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Payment Memorandum 1-19-2016	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Clarence Williams	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	02/02/2016					

Text of Legislative File 2015-2394

Title

Approve and authorize issuance of manual check for CDBG Program Claims per the attached memorandum. {Entitlement}

Summary

CDBG Program Payments

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 CDBG Program Claims

DATE: January 19, 2016

Recipient:	**Hollimon Construction**
Activity:	Residential Rehab
Program:	CDBG
Project Site:	121 Tuscan Avenue
Amount Requested:	**$2,000.00**
Purpose of Request:	Change Order #2
Work Provided by:	**Hollimon Construction**

Hollimon Construction

Curtis Hollimon
145 Hinton Drive
Hattiesburg, Ms 39401
601.270.3164

Mr. & Mrs. Payton
121 Tuscan Ave
Hattiesburg, Ms 39401

- All flooring and baseboards installed
- All interior & exterior painting is complete
- Everything complete

$2,000.00

Curtis Hollimon

01/11/16

01-11-16A10:15 RCVD

City of Hattiesburg, MS

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

Master

File Number: 2016-2409

File ID:	2016-2409	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	01/25/2016
Brief Title:	Claims Docket			**Final Action:**	
				Minute Book Number:	MB2016-36

Title:
Approve claims docket for the period ending January 31, 2016.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	DOCKET 16.01-31	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/02/2016					

Text of Legislative File 2016-2409

Title

Approve claims docket for the period ending January 31, 2016.

Summary

Claims Docket

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JANUARY 31, 2016

Date - 01/28/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 A 1 FIRE EQUIPMENT	1959	00158074	15002294	ADDL AMT DUE PO#158421	01/31/16	249061	245.00-
00001 A 1 FIRE EQUIPMENT	1958	00158031	15002295	LEATHER FIRE BOOTS	01/31/16	249061	485.00-
A 1 FIRE EQUIPMENT							
Sum							730.00-
00001 AARON OIL COMPANY INC	270614-S	00158195	15002126	WASTE OIL REMOVAL SERV CNTR	01/31/16	249062	30.25-
AARON OIL COMPANY INC							
Sum							30.25-
00001 ADVANCE AUTO PARTS	560460057573	00157775	15002063	BATTERY U#18603 TRAFFIC	01/31/16	249063	124.61-
ADVANCE AUTO PARTS							
Sum							124.61-
00001 ADVANCED JANITORIAL SERV	100741 CITY	00158238	15002184	SERV 1/16 CITY HALL/ENGR	01/31/16	249064	1,925.00-
00001 ADVANCED JANITORIAL SERV	100741 TRAFF	00158238	15002185	SERV 1/16 TRAFFIC BLDG	01/31/16	249064	250.00-
ADVANCED JANITORIAL SERV							
Sum							2,175.00-
00001 AFFORDABLE EMERGENCY LIG	813	00157771	15002051	REPRS U#18327 POLICE	01/31/16	249065	85.00-
AFFORDABLE EMERGENCY LIG							
Sum							85.00-
00001 AINSWORTH, PATSY REPORTI	23356PRP	00158174	15002123	DEPOSITION COPY L PATTERSON	01/31/16	249067	302.70-
AINSWORTH, PATSY REPORTI							
Sum							302.70-
00001 AIRGAS USA LLC (NORDAN S	9047048759	00158155	15002133	MEDICAL OXYGEN FIRE DEPT	01/31/16	249068	48.95-
00001 AIRGAS USA LLC (NORDAN S	9933140838	00158155	15002134	MEDICAL/IND OXYGEN/ACETYLENE	01/31/16	249068	660.04-
AIRGAS USA LLC (NORDAN S							
Sum							708.99-
00001 ALLBRITTON CHAIN SAW & L	42101	00157504	15002066	12" BAR STREET DEPT	01/31/16	249069	27.45-
00001 ALLBRITTON CHAIN SAW & L	42301	00157970	15002071	HAND TOOLS HEALTH DIV	01/31/16	249069	69.95-
ALLBRITTON CHAIN SAW & L							
Sum							97.40-
00001 AMERICAN AIR SPECIALISTS	78925	00158150	15002363	SEWER REPR #2 FIRE STA	01/31/16	249070	95.85-
AMERICAN AIR SPECIALISTS							
Sum							95.85-
00001 AMERICAN PUBLIC WORKS AS	781393 MCKIN	00158151	15002165	MBRSHP DUES MCKINLEY	01/31/16	249071	184.00-
AMERICAN PUBLIC WORKS AS							
Sum							184.00-

00001 ASSN OF METROPOLITAN PLA	2016-63	00158222	15002190	2016 MBRSHP DUES	01/31/16	249073	482.15-
ASSN OF METROPOLITAN PLA							
Sum							482.15-
00001 AT&T	601M26684200	00158143	15002099	INTERACT SOFTWARE SUPPORT	01/31/16	249074	6,151.00-
00001 AT&T	601M26491400	00158143	15002100	INTERACT SOFTWARE SUPPORT	01/31/16	249074	47.00-
AT&T							
Sum							6,198.00-
00001 AT&T CAPITAL SERVICES	2975434	00158277	15002246	INTERACT SOFTWARE FOR HPD	01/31/16	249075	12,556.56-
AT&T CAPITAL SERVICES							
Sum							12,556.56-
00001 AUTO ARMATURE SERVICE IN	02701	00157952	15002045	BATTERIES VARI POLICE UNITS	01/31/16	249077	595.80-
00001 AUTO ARMATURE SERVICE IN	02681	00157991	15002073	BATTERIES U#16010 CEMETERY	01/31/16	249077	289.90-
00001 AUTO ARMATURE SERVICE IN	02298	00157496	15002102	BATTERY U#18315 POLICE	01/31/16	249077	163.95-
00001 AUTO ARMATURE SERVICE IN	02771	00158170	15002191	BATTERIES U#17315/17896	01/31/16	249077	307.90-
00001 AUTO ARMATURE SERVICE IN	02664	00157950	15002226	BATTERY U#18035 STREET	01/31/16	249077	143.96-
00001 AUTO ARMATURE SERVICE IN	02801	00158087	15002227	BATTERY U#11970 STREET	01/31/16	249077	116.95-
00001 AUTO ARMATURE SERVICE IN	02802	00158087	15002228	BATTERIES U#12956 STREET	01/31/16	249077	434.85-
00001 AUTO ARMATURE SERVICE IN	02803	00158087	15002229	BATTERY U#15776 STREET	01/31/16	249077	163.95-
00001 AUTO ARMATURE SERVICE IN	02804	00158094	15002230	BATTERY U#15514 STREET	01/31/16	249077	117.95-
00001 AUTO ARMATURE SERVICE IN	02805	00158094	15002231	BATTERIES U#11302 STREET	01/31/16	249077	289.90-
00001 AUTO ARMATURE SERVICE IN	02806	00158094	15002232	ALTERNATOR U#15893 SANIT	01/31/16	249077	199.95-
00001 AUTO ARMATURE SERVICE IN	02896	00158278	15002361	BATTERY U#18319 POLICE	01/31/16	249077	163.95-
AUTO ARMATURE SERVICE IN							
Sum							2,989.01-
00001 AUTOMOTIVE GLASS SPECIAL	I155782	00156916	15002312	WINDSHIELD U#19948 SANIT	01/31/16	249078	525.00-
AUTOMOTIVE GLASS SPECIAL							
Sum							525.00-
00001 BEAVER INDUSTRIES INC	16564(A)	00156770	15002287	CAR CLEAN SUPP POLICE DEPT	01/31/16	249080	82.50-
00001 BEAVER INDUSTRIES INC	16564(B)	00158253	15002288	ADDL AMT DUE PO#156770	01/31/16	249080	85.00-
BEAVER INDUSTRIES INC							
Sum							167.50-
00001 BEECH, JANET	TRAV ADVANCE	00158348	15002354	TRAV ADV MAGPPA MEET NATCHEZ	01/31/16	249081	298.60-
BEECH, JANET							
Sum							298.60-
00001 BEST BUY BUSINESS ADVANT	2169045	00157864	15002171	HDTV FOR EMP MED CLINIC	01/31/16	249084	149.99-
BEST BUY BUSINESS ADVANT							
Sum							149.99-
00001 BIG IRON DIESEL REPAIR L	SO2785	00156610	15002300	REPRS U#18907 STREET	01/31/16	249085	240.00-
BIG IRON DIESEL REPAIR L							
Sum							240.00-

00001 BLADE-TECH INDUSTRIES	C0026018	00157054	15002340	TASER HOLSTER JOHNSON POLICE	01/31/16	249087	42.95-
BLADE-TECH INDUSTRIES							
Sum							42.95-
00001 BLOSSMAN GAS INC	PO#156405 12	00156405	15002142	PROPANE FOR ASPHALT TRUCK	01/31/16	249088	42.00-
00001 BLOSSMAN GAS INC	PO#157796 1/	00157796	15002143	PROPANE FOR ASPHALT TRUCK	01/31/16	249088	42.00-
BLOSSMAN GAS INC							
Sum							84.00-
00001 BODY TECH INC	4750 PO#1576	00157631	15002218	WRECK REPR U#18330/U#18317	01/31/16	249089	4,428.60-
00001 BODY TECH INC	0828	00157997	15002219	TOWING U#17578 POLICE	01/31/16	249089	60.00-
00001 BODY TECH INC	0920	00158275	15002339	TOWING U#17975 POLICE	01/31/16	249089	60.00-
00001 BODY TECH INC	0914	00158234	15002357	TOWING U#11970 HEALTH	01/31/16	249089	70.00-
BODY TECH INC							
Sum							4,618.60-
00001 BRACKMAN MOWER WAREHOUSE	4320	00155403	15002172	WHEELS U#19292 SANIT	01/31/16	249092	476.00-
BRACKMAN MOWER WAREHOUSE							
Sum							476.00-
00001 C A L E A INC	REG PARKER 3	00158266	15002253	REG PARKER CONF ST LOUIS	01/31/16	249097	675.00-
00001 C A L E A INC	REG LANE 3/3	00158266	15002254	REG LANE CONF ST LOUIS	01/31/16	249097	675.00-
00001 C A L E A INC	REG HOOKER 3	00158266	15002255	REG HOOKER CONF ST LOUIS	01/31/16	249097	675.00-
C A L E A INC							
Sum							2,025.00-
00001 C SPIRE (MEGAGATE)	205876-00 12	00158145	15002097	INET/NETWORK INFO TECH	01/31/16	249098	14,357.40-
C SPIRE (MEGAGATE)							
Sum							14,357.40-
00001 C SPIRE WIRELESS (CELLUL	12/23/15-1/2	02016253	15002275	CELL SERV 1/16 GENERAL	01/31/16	249099	10,777.40-
C SPIRE WIRELESS (CELLUL							
Sum							10,777.40-
00001 CARQUEST AUTO PARTS STOR	14758-62777	00157866	15002046	REPR PTS U#17568 POLICE	01/31/16	249105	259.93-
00001 CARQUEST AUTO PARTS STOR	14758-62782	00157866	15002047	REPR PTS U#17596 POLICE	01/31/16	249105	70.18-
00001 CARQUEST AUTO PARTS STOR	14758-62878	00157953	15002048	RADIATOR U#18322 POLICE	01/31/16	249105	181.77-
00001 CARQUEST AUTO PARTS STOR	14758-62879	00157953	15002049	REPR PTS U#16754 POLICE	01/31/16	249105	75.43-
00001 CARQUEST AUTO PARTS STOR	14758-62880	00157953	15002050	REPR PTS U#17579 POLICE	01/31/16	249105	90.55-
00001 CARQUEST AUTO PARTS STOR	14758-62913	00158010	15002072	REPR PTS CEM/FORESTRY	01/31/16	249105	391.94-
00001 CARQUEST AUTO PARTS STOR	14758-62457	00157769	15002124	OIL FILTERS POLICE STOCK	01/31/16	249105	44.28-
00001 CARQUEST AUTO PARTS STOR	14758-62613	00157848	15002180	REPR PTS U#11962 CEMETERY	01/31/16	249105	438.40-
00001 CARQUEST AUTO PARTS STOR	14758-55033	00154606	15002192	REPR PTS U#17893 POLICE	01/31/16	249105	353.51-
00001 CARQUEST AUTO PARTS STOR	14758-55035	00154606	15002193	REPR PTS U#19345 POLICE	01/31/16	249105	157.60-
00001 CARQUEST AUTO PARTS STOR	14758-55166	00154657	15002194	REPR PTS U#17836 POLICE	01/31/16	249105	178.38-
00001 CARQUEST AUTO PARTS STOR	14758-56172	00155113	15002195	REPR PTS U#17355 POLICE	01/31/16	249105	189.99-
00001 CARQUEST AUTO PARTS STOR	14758-56171	00155113	15002196	REPR PTS U#19307 POLICE	01/31/16	249105	41.86-
00001 CARQUEST AUTO PARTS STOR	14758-56174	00155113	15002197	REPR PTS POLICE STOCK	01/31/16	249105	80.36-
00001 CARQUEST AUTO PARTS STOR	14758-56169	00155113	15002198	REPR PTS U#16654 POLICE	01/31/16	249105	54.67-
00001 CARQUEST AUTO PARTS STOR	14758-56480	00155255	15002199	REPR PTS U#18250 POLICE	01/31/16	249105	76.78-
00001 CARQUEST AUTO PARTS STOR	14758-56482	00155255	15002200	REPR PTS U#17576 POLICE	01/31/16	249105	151.80-

00001	CARQUEST AUTO PARTS STOR	14758-56484	00155255	15002201	REPR PTS U#17576 POLICE	01/31/16	249105	137.36-
00001	CARQUEST AUTO PARTS STOR	14758-57452	00155667	15002202	REPR PTS POLICE STOCK	01/31/16	249105	205.62-
00001	CARQUEST AUTO PARTS STOR	14758-57790	00155711	15002203	REPR PTS U#17312 POLICE	01/31/16	249105	34.16-
00001	CARQUEST AUTO PARTS STOR	14758-57791	00155711	15002204	COOLANT POLICE STOCK	01/31/16	249105	191.88-
00001	CARQUEST AUTO PARTS STOR	14758-57793	00155711	15002205	REPR PTS U#17355 POLICE	01/31/16	249105	353.51-
00001	CARQUEST AUTO PARTS STOR	14758-57794	00155711	15002206	REPR PTS POLICE STOCK	01/31/16	249105	205.62-
00001	CARQUEST AUTO PARTS STOR	14758-59419	00156457	15002207	REPR PTS/SUPP POLICE STOCK	01/31/16	249105	94.65-
00001	CARQUEST AUTO PARTS STOR	14758-59420	00156457	15002208	REPR PTS U#17525 POLICE	01/31/16	249105	76.64-
00001	CARQUEST AUTO PARTS STOR	14758-59421	00156457	15002209	REPR PTS U#18239 POLICE	01/31/16	249105	137.36-
00001	CARQUEST AUTO PARTS STOR	14758-59422	00156457	15002210	REPR PTS U#17708 POLICE	01/31/16	249105	51.80-
00001	CARQUEST AUTO PARTS STOR	14758-59906	00156564	15002211	REPR PTS U#16641/STOCK	01/31/16	249105	321.70-
00001	CARQUEST AUTO PARTS STOR	14758-60684	00156945	15002212	REPR PTS U#16768 POLICE	01/31/16	249105	18.12-
00001	CARQUEST AUTO PARTS STOR	14758-60693	00156945	15002213	REPR PTS POLICE STOCK	01/31/16	249105	128.78-
00001	CARQUEST AUTO PARTS STOR	14758-60695	00156945	15002214	REPR PTS POLICE STOCK	01/31/16	249105	304.72-
00001	CARQUEST AUTO PARTS STOR	14758-60800	00157067	15002215	REPR PTS U#17573 POLICE	01/31/16	249105	179.34-
00001	CARQUEST AUTO PARTS STOR	14758-60801	00157067	15002216	REPR PTS POLICE STOCK	01/31/16	249105	49.95-
00001	CARQUEST AUTO PARTS STOR	14758-61049	00157138	15002217	REPR PTS U#13829/15647	01/31/16	249105	97.33-
00001	CARQUEST AUTO PARTS STOR	14758-56655	00155394	15002221	TRUCK BRUSHES P/F ACADEMY	01/31/16	249105	109.38-
00001	CARQUEST AUTO PARTS STOR	14758-56511	00155287	15002222	GAS PUMP FOR SPILLED FUEL	01/31/16	249105	527.14-
00001	CARQUEST AUTO PARTS STOR	14758-63284	00158091	15002233	REPR PTS U#11302 STREET	01/31/16	249105	24.74-
00001	CARQUEST AUTO PARTS STOR	14758-63285	00158091	15002234	REPR PTS U#19755 SANIT	01/31/16	249105	67.69-
00001	CARQUEST AUTO PARTS STOR	14758-63360	00158099	15002235	REPR PTS U#12956 STREET	01/31/16	249105	11.74-
00001	CARQUEST AUTO PARTS STOR	14758-63362	00158099	15002236	REPR PTS U#12956 STREET	01/31/16	249105	30.24-
00001	CARQUEST AUTO PARTS STOR	14758-63364	00158099	15002237	REPR PTS U#9605 SHOP	01/31/16	249105	53.57-
00001	CARQUEST AUTO PARTS STOR	14758-63363	00158099	15002238	REPR PTS U#13514 CONSTR	01/31/16	249105	99.96-
00001	CARQUEST AUTO PARTS STOR	14758-60681	00156967	15002242	DEF FLUID SANIT STOCK	01/31/16	249105	319.72-
00001	CARQUEST AUTO PARTS STOR	14758-62908	00157949	15002257	REPR PTS STREET STOCK	01/31/16	249105	190.26-
00001	CARQUEST AUTO PARTS STOR	14758-62909	00157949	15002258	REPR PTS U#20098 STREET	01/31/16	249105	104.77-
00001	CARQUEST AUTO PARTS STOR	14758-62910	00157949	15002259	REPR PTS STREET STOCK	01/31/16	249105	69.24-
00001	CARQUEST AUTO PARTS STOR	14758-62899	00157951	15002263	REPR PTS U#9804 SHOP	01/31/16	249105	27.63-
00001	CARQUEST AUTO PARTS STOR	14758-62900	00157951	15002264	REPR PTS SHOP STOCK	01/31/16	249105	319.72-
00001	CARQUEST AUTO PARTS STOR	14758-63451	00158179	15002289	REPR PTS POLICE STOCK	01/31/16	249105	83.16-
00001	CARQUEST AUTO PARTS STOR	14758-63460	00158179	15002290	REPR PTS U#18331 POLICE	01/31/16	249105	181.77-
00001	CARQUEST AUTO PARTS STOR	14758-63474	00158185	15002302	REPR PTS U#9609 SHOP	01/31/16	249105	5.26-
00001	CARQUEST AUTO PARTS STOR	14758-63475	00158185	15002303	REPR PTS U#9609 SHOP	01/31/16	249105	9.69-
00001	CARQUEST AUTO PARTS STOR	14758-63476	00158185	15002304	REPR PTS U#15921 TRAFFIC	01/31/16	249105	32.19-
00001	CARQUEST AUTO PARTS STOR	14758-63477	00158185	15002305	REPR PTS U#15921 TRAFFIC	01/31/16	249105	6.16-
00001	CARQUEST AUTO PARTS STOR	14758-63478	00158185	15002306	REPR PTS U#14714 STREET	01/31/16	249105	80.29-
00001	CARQUEST AUTO PARTS STOR	14758-63416	00158173	15002315	REPR PTS HEALTH STOCK	01/31/16	249105	344.00-
00001	CARQUEST AUTO PARTS STOR	14758-63417	00158173	15002316	REPR PTS HEALTH STOCK	01/31/16	249105	161.34-
								---
CARQUEST AUTO PARTS STOR								
Sum								8,285.63-
00001	CENTER FOR GOVERNMENT AN	REG LUU 3/22	00158103	15002028	REG LUU CLERK TRAINING	01/31/16	249106	200.00-
								---
CENTER FOR GOVERNMENT AN								
Sum								200.00-
00001	CERTIFIED LABORATORIES	2138267	00157157	15002169	OIL RESTRICTOR SUPP FOR SHOP	01/31/16	249107	92.50-
00001	CERTIFIED LABORATORIES	2141929	00157238	15002349	CHEMICALS PUBLIC WORKS	01/31/16	249107	4,562.25-
								---
CERTIFIED LABORATORIES								
Sum								4,654.75-

00001 CITY OF HATTIESBURG FUND TRF 2ND 1/16	02016247	15002075	TRF 2ND 1/16 PAYROLL		01/20/16	110529	1,063,161.72-
CITY OF HATTIESBURG FUND							
Sum							1,063,161.72-
00001 CLARKE POWER SERVICES IN S108012288:0	00158036	15002061	REPRS U#18100 FIRE DEPT		01/31/16	249109	1,330.85-
CLARKE POWER SERVICES IN							
Sum							1,330.85-
00001 COBURN'S SUPPLY CO INC 608637506	00158085	15002299	BAY HEATERS MECHANIC SHOP		01/31/16	249110	3,534.47-
00001 COBURN'S SUPPLY CO INC 608552646	00157391	15002309	DRAIN PIPE MCINNIS SPRINGS		01/31/16	249110	3,013.00-
COBURN'S SUPPLY CO INC							
Sum							6,547.47-
00001 COMCAST CABLEVISION OF H 957762939043	00158140	15002027	CABLE EMP CLINIC		01/19/16	110528	124.02-
00001 COMCAST CABLEVISION OF H 095776394130	00158125	15002109	CABLE 1/16 TRAFFIC DEPT		01/31/16	249111	4.46-
COMCAST CABLEVISION OF H							
Sum							128.48-
00001 COMMERCIAL STATIONERY CO 382261-0	00157534	15002220	OFFICE/JANIT SUPP P/F ACDMY		01/31/16	249112	150.14-
00001 COMMERCIAL STATIONERY CO 381834-0	00157258	15002362	OFFICE SUPP P/F ACADEMY		01/31/16	249112	287.11-
COMMERCIAL STATIONERY CO							
Sum							437.25-
00001 COMSOUTH 180500	00157417	15002173	RADIO REPR SANIT DEPT		01/31/16	249113	515.00-
00001 COMSOUTH 180915	00158095	15002347	RADIO BATTERY BATES LAND CODE		01/31/16	249113	99.00-
COMSOUTH							
Sum							614.00-
00001 CONSOLIDATED FLEET SERVI 2016RR0007	00156655	15002325	TEST ALL FIRE DEPT LADDERS		01/31/16	249114	2,626.00-
CONSOLIDATED FLEET SERVI							
Sum							2,626.00-
00001 COURT PROGRAMS INC INV #15	00158086	15002029	ANKLE MONITORS 11/15 COURT		01/31/16	249116	15,905.00-
00001 COURT PROGRAMS INC INV #16	00158086	15002030	ANKLE MONITORS 12/15 COURT		01/31/16	249116	11,710.00-
COURT PROGRAMS INC							
Sum							27,615.00-
00001 COURTESY MOTORS INC 206815	00158029	15002137	TIRE PRESSURE SENSOR U#17528		01/31/16	249117	127.97-
COURTESY MOTORS INC							
Sum							127.97-
00001 DATALINE ASSOCIATES PCM30922	00157941	15002038	PRINTER SUPP INFO TECH		01/31/16	249120	755.06-
DATALINE ASSOCIATES							
Sum							755.06-
00001 DENSON OIL COMPANY INC 91703	00157089	15002327	GAS FOR FUEL STA		01/31/16	249121	6,969.15-
00001 DENSON OIL COMPANY INC 91705	00157089	15002328	DIESEL FOR FUEL STA		01/31/16	249121	4,738.21-
00001 DENSON OIL COMPANY INC 91889	00157256	15002329	GAS FOR FUEL STA		01/31/16	249121	8,207.20-
DENSON OIL COMPANY INC							

Sum								19,914.56-
00001 DEWS, C L & SONS FOUNDRY	252466	00156997	15002170	RISER RINGS DRAINAGE DEPT	01/31/16	249122	2,708.00-	
DEWS, C L & SONS FOUNDRY								
Sum								2,708.00-
00001 ECONOMY SUPPLY CO	244987	00158156	15002240	BATTERY CHARGERS CONSTR DEPT	01/31/16	249124	247.00-	
ECONOMY SUPPLY CO								
Sum								247.00-
00001 EMERGENCY EQUIPMENT PROF	417751	00156774	15002055	LEATHER HELMET FRONT FIRE DEP	01/31/16	249126	39.96-	
00001 EMERGENCY EQUIPMENT PROF	417829	00157540	15002131	CONFINED SPACE RESCUE EQUIP	01/31/16	249126	366.00-	
00001 EMERGENCY EQUIPMENT PROF	417866	00158101	15002342	REPR PTS U#18098 FIRE DEPT	01/31/16	249126	212.68-	
00001 EMERGENCY EQUIPMENT PROF	417831	00157921	15002343	REPR PTS U#14517 FIRE DEPT	01/31/16	249126	191.86-	
EMERGENCY EQUIPMENT PROF								
Sum								810.50-
00001 EMPIRE TRUCK SALES (H'BU	RE006022287:	00157809	15002174	REPRS U#20091 SANIT	01/31/16	249127	344.16-	
00001 EMPIRE TRUCK SALES (H'BU	RE006022497:	00157974	15002175	REPRS U#20091 SANIT	01/31/16	249127	631.24-	
00001 EMPIRE TRUCK SALES (H'BU	CE006105154:	00157569	15002260	REPR PTS U#20067 STREET	01/31/16	249127	36.40-	
00001 EMPIRE TRUCK SALES (H'BU	CE006105729:	00157837	15002265	REPR PTS U#20074/20069 SANIT	01/31/16	249127	3,315.20-	
EMPIRE TRUCK SALES (H'BU								
Sum								4,327.00-
00001 EQUIFAX INFORMATION SERV	9527257	00158354	15002338	ONLINE INVESTIGATIONS	01/31/16	249129	31.86-	
EQUIFAX INFORMATION SERV								
Sum								31.86-
00001 FASTENAL COMPANY	MSHAT187618	00158028	15002151	STREET MARKING SUPP	01/31/16	249130	190.43-	
00001 FASTENAL COMPANY	MSHAT187632	00158042	15002181	BOLTS FOR MOWER BLADES CEM	01/31/16	249130	130.16-	
FASTENAL COMPANY								
Sum								320.59-
00001 FIRESTONE COMPLETE AUTO	210447	00157930	15002060	TIRES U#8652 TRAILER	01/31/16	249132	384.40-	
00001 FIRESTONE COMPLETE AUTO	210728	00158168	15002224	TIRES U#14701 FIRE DEPT	01/31/16	249132	747.92-	
00001 FIRESTONE COMPLETE AUTO	210773	00158244	15002296	ALIGNMENT U#14701 FIRE DEPT	01/31/16	249132	84.99-	
FIRESTONE COMPLETE AUTO								
Sum								1,217.31-
00001 FORERUNNER TECHNOLOGIES,	INV184124	00158308	15002284	MOVE PHONE LINE POLICE/C HALL	01/31/16	249134	232.50-	
FORERUNNER TECHNOLOGIES,								
Sum								232.50-
00001 FORREST CTY SUPERVISORS	JAIL 10/15 E	00158194	15002135	JAIL 10/15 EXPENSES	01/31/16	249135	163,960.00-	
00001 FORREST CTY SUPERVISORS	JAIL 10/15 M	00158194	15002136	JAIL 10/15 MEDICAL	01/31/16	249135	4,137.43-	
00001 FORREST CTY SUPERVISORS	STATE AID PR	00158327	15002326	POVING IND DR/BONHOMIE ROAD	01/31/16	249135	125,000.00-	
FORREST CTY SUPERVISORS								
Sum								293,097.43-
00001 FUELMAN OF MS	BG127044 NP4	00158347	15002336	FUEL CHG 1/11-17/16 POLICE	01/31/16	249136	104.95-	
FUELMAN OF MS								
Sum								104.95-

00001	G & K SERVICES	1035682676	00158106	15002076	MATS 1/11 TRAFFIC	01/31/16	249140	6.40-
00001	G & K SERVICES	1035682719	00158106	15002077	UNIFORMS 1/11 STREET	01/31/16	249140	70.20-
00001	G & K SERVICES	1035682718	00158106	15002078	UNIFORMS 1/11 PUBLIC WORKS	01/31/16	249140	119.64-
00001	G & K SERVICES	1035682712	00158106	15002079	UNIFORMS 1/11 PUBLIC WORKS	01/31/16	249140	19.50-
00001	G & K SERVICES	1035682717	00158106	15002080	UNIFORMS 1/11 SHOP	01/31/16	249140	50.70-
00001	G & K SERVICES	1035682679	00158106	15002081	MATS 1/11 CITY BARN	01/31/16	249140	24.80-
00001	G & K SERVICES	1035682714	00158106	15002082	UNIFORMS 1/11 TRAFFIC	01/31/16	249140	51.40-
00001	G & K SERVICES	1035682715	00158106	15002083	UNIFORMS 1/11 CONSTR	01/31/16	249140	52.30-
00001	G & K SERVICES	1035682716	00158106	15002084	UNIFORMS 1/11 SANIT	01/31/16	249140	169.65-
00001	G & K SERVICES	1035682678	00158106	15002085	MATS 1/11 PUBLIC WORKS	01/31/16	249140	16.65-
00001	G & K SERVICES	1035682720	00158106	15002086	UNIFORMS 1/11 HEALTH	01/31/16	249140	46.28-
00001	G & K SERVICES	1035682682	00158106	15002087	MATS 1/11 AIRPORT	01/31/16	249140	4.70-
00001	G & K SERVICES	1035684928	00158196	15002138	MATS 1/18 TRAFFIC	01/31/16	249140	6.40-
00001	G & K SERVICES	1035684931	00158196	15002139	MATS 1/18 CITY BARN	01/31/16	249140	24.80-
00001	G & K SERVICES	1035684930	00158196	15002140	MATS 1/18 PUBLIC WORKS	01/31/16	249140	16.65-
00001	G & K SERVICES	1035684934	00158196	15002141	MATS 1/18 AIRPORT	01/31/16	249140	4.70-
00001	G & K SERVICES	1035684965	00158192	15002157	UNIFORMS 1/18 PUBLIC WORKS	01/31/16	249140	19.50-
00001	G & K SERVICES	1035684971	00158192	15002158	UNIFORMS 1/18 PUBLIC WORKS	01/31/16	249140	77.64-
00001	G & K SERVICES	1035684972	00158192	15002159	UNIFORMS 1/18 STREET	01/31/16	249140	70.20-
00001	G & K SERVICES	1035684970	00158192	15002160	UNIFORMS 1/18 SHOP	01/31/16	249140	50.70-
00001	G & K SERVICES	1035684968	00158192	15002161	UNIFORMS 1/18 CONSTR	01/31/16	249140	55.84-
00001	G & K SERVICES	1035684967	00158192	15002162	UNIFORMS 1/18 TRAFFIC	01/31/16	249140	23.40-
00001	G & K SERVICES	1035684969	00158192	15002163	UNIFORMS 1/18 SANIT	01/31/16	249140	165.76-
00001	G & K SERVICES	1035684973	00158192	15002164	UNIFORMS 1/18 HEALTH	01/31/16	249140	46.46-
00001	G & K SERVICES	1035682723	00158233	15002186	UNIFORMS 1/11 GEORGE	01/31/16	249140	4.17-
00001	G & K SERVICES	1035684976	00158233	15002187	UNIFORMS 1/18 GEORGE	01/31/16	249140	4.17-
00001	G & K SERVICES	1035687148	00157675	15002341	COVERALLS MAINTENANCE PERSNL	01/31/16	249140	640.00-
G & K SERVICES								
Sum								1,842.61-
00001	GARNER LUMLEY ELECTRIC S	520716	00158122	15002307	ELEC SUPP SHOP BAY HEATERS	01/31/16	249141	570.52-
GARNER LUMLEY ELECTRIC S								
Sum								570.52-
00001	GILKEY ELECTRIC SUPPLY C	273528	00158058	15002368	ELEC SUPP P/W BAY HEATERS	01/31/16	249142	557.27-
GILKEY ELECTRIC SUPPLY C								
Sum								557.27-
00001	GMC DISTRIBUTORS (FORMER	399049	00158191	15002125	DRINKING WATER POLICE DEPT	01/31/16	249144	205.05-
GMC DISTRIBUTORS (FORMER								
Sum								205.05-
00001	GREEN FOREST NURSERY INC	25272	00158158	15002373	STREET TREE PLANTING CEMETERY	01/31/16	249146	4,450.00-
GREEN FOREST NURSERY INC								
Sum								4,450.00-
00001	GULF COAST OFFICE PRODUC	24816-0	00157680	15002119	OFFICE SUPP PURCHASING DEPT	01/31/16	249149	175.09-
00001	GULF COAST OFFICE PRODUC	24938-0	00158108	15002308	TRASH BAGS PUBLIC WORKS	01/31/16	249149	288.90-
00001	GULF COAST OFFICE PRODUC	24931-0	00158066	15002310	OFFICE SUPP SANIT DEPT	01/31/16	249149	368.85-
00001	GULF COAST OFFICE PRODUC	24931-1	00158066	15002311	OFFICE SUPP SANIT DEPT	01/31/16	249149	16.03-
00001	GULF COAST OFFICE PRODUC	24836-0	00157729	15002344	OFFICE SUPP LAND CODE	01/31/16	249149	83.58-

00001 GULF COAST OFFICE PRODUC	24887-0	00157777	15002345	OFFICE SUPP LAND CODE	01/31/16	249149	25.18-
00001 GULF COAST OFFICE PRODUC	24988-0	00158283	15002346	OFFICE SUPP LAND CODE	01/31/16	249149	82.39-
GULF COAST OFFICE PRODUC							
Sum							1,040.02-
00001 H'BURG AMERICAN ACCT #1	H12998 52968	00158316	15002324	PROOFS PUBLICATION MUN CLERK	01/31/16	249150	1,398.10-
H'BURG AMERICAN ACCT #1							
Sum							1,398.10-
00001 H'BURG HISTORIC NEIGHBOR	15-1149	00158260	15002245	CHRISTMAS LUMINARIES D/TOWN	01/31/16	249151	1,328.73-
H'BURG HISTORIC NEIGHBOR							
Sum							1,328.73-
00001 HANCOCK BANK TRUST & FIN	1/22/16 DUE	02016252	15002318	MDB 2001 BONDS 12/22/08	01/27/16	110539	2,023.56-
HANCOCK BANK TRUST & FIN							
Sum							2,023.56-
00001 HISTORIC HATTIESBURG DOW	REG 1/14/16	00158062	15002037	REG 5 INDIV ANNUAL MEETING	01/31/16	249156	75.00-
HISTORIC HATTIESBURG DOW							
Sum							75.00-
00001 HOL-MAC CORPORATION	331475	00158092	15002313	REPR PTS U#15982 SANIT	01/31/16	249157	161.72-
HOL-MAC CORPORATION							
Sum							161.72-
00001 HOOKER, LATONYA	TRAV ADVANCE	00158271	15002250	TRAV ADV CALEA CONF ST LOUIS	01/31/16	249158	1,284.60-
HOOKER, LATONYA							
Sum							1,284.60-
00001 HUB CITY SPOKES	74453	00158218	15002330	AD PINE BELT SPORTS REVIEW	01/31/16	249159	199.00-
HUB CITY SPOKES							
Sum							199.00-
00001 INDOFF INC	2739607	00157738	15002052	OFFICE SUPP FIRE DEPT	01/31/16	249161	51.38-
00001 INDOFF INC	2741919	00157929	15002054	JANIT SUPP FIRE DEPT	01/31/16	249161	1,207.17-
00001 INDOFF INC	2742736	00157985	15002128	OFFICE SUPP FIRE DEPT	01/31/16	249161	171.10-
00001 INDOFF INC	2729510	00157322	15002129	JANIT SUPP FIRE DEPT	01/31/16	249161	917.84-
00001 INDOFF INC	2734702	00157322	15002130	JANIT SUPP FIRE DEPT	01/31/16	249161	111.89-
00001 INDOFF INC	2744434	00158070	15002256	OFFICE/JANIT SUPP FIRE ADM	01/31/16	249161	102.90-
INDOFF INC							
Sum							2,562.28-
00001 INTERNATIONAL POLICE MOU	REG TAPP 4/2	00158304	15002293	REG TAPP BIKE COURSE	01/31/16	249162	780.00-
INTERNATIONAL POLICE MOU							
Sum							780.00-
00001 INTL ASSN OF CHIEFS OF P	MBRSHP CHIEF	00158138	15002103	MBRSHP DUES CHIEF PARKER	01/31/16	249163	150.00-
00001 INTL ASSN OF CHIEFS OF P	1827677 1001	00158190	15002127	2016 MBRSHP DUES SIMS	01/31/16	249164	150.00-
INTL ASSN OF CHIEFS OF P							
Sum							300.00-

00001 JET CONSTRUCTION	2143	00157741	15002144	MASON SAND CITY WIDE USE	01/31/16	249168	592.00-
JET CONSTRUCTION							
Sum							592.00-
00001 JOHNNY'S WRECKER SERVICE	30050	00157670	15002182	TOWING U#12891 CEMETERY	01/31/16	249169	250.00-
JOHNNY'S WRECKER SERVICE							
Sum							250.00-
00001 JOHNSON, W WESLEY PHD	#4 11/15-12/	00158166	15002118	CONSULT SERV JAIL DIV GRANT	01/31/16	249170	600.00-
JOHNSON, W WESLEY PHD							
Sum							600.00-
00001 KONE INC (MONTGOMERY KON	949187860	00158181	15002122	MAINT 1/16-3/16 CITY HALL	01/31/16	249177	1,136.76-
KONE INC (MONTGOMERY KON							
Sum							1,136.76-
00001 LANE, BILLY P JR	TRAV ADVANCE	00158265	15002251	TRAV ADV CALEA CONF ST LOUIS	01/31/16	249180	1,584.60-
LANE, BILLY P JR							
Sum							1,584.60-
00001 LATUX DIAMOND BLADE DIST	45082	00158210	15002298	CONCRETE/ASPHALT BLADES	01/31/16	249181	438.00-
LATUX DIAMOND BLADE DIST							
Sum							438.00-
00001 LAUREL MACHINE & FOUNDRY	506219	00158052	15002154	STEEL/IRON SHOP IMPROVEMENT	01/31/16	249182	590.08-
LAUREL MACHINE & FOUNDRY							
Sum							590.08-
00001 LEAF FOUNDATION, THE	2015/2016 AD	00156248	15002331	MISS LEAF RIVER VALLEY PAGENT	01/31/16	249183	100.00-
LEAF FOUNDATION, THE							
Sum							100.00-
00001 LINEBARGER GOGGAN BLAIR	1/15/2016	02016248	15002116	POLICE FINES COLL.FEE	01/31/16	249184	2,313.67-
LINEBARGER GOGGAN BLAIR							
Sum							2,313.67-
00001 LOWE'S OF HATTIESBURG IN	924989	00156977	15002152	SUPP FOR STREET DEPT	01/31/16	249185	314.34-
LOWE'S OF HATTIESBURG IN							
Sum							314.34-
00001 MAULDIN COMPANY	R36106	00157531	15002155	REPR PTS/SUPP U#15516 STREET	01/31/16	249187	1,321.59-
MAULDIN COMPANY							
Sum							1,321.59-
00001 MCCAIN UNIFORMS	330026-1	00157637	15002105	UNIFORM SHOULDER BOARDS FIRE	01/31/16	249189	39.75-
MCCAIN UNIFORMS							
Sum							39.75-
00001 MCELHANEY PLUMBING INC	238975	00157355	15002247	PLUMB SUPP DEPOT WTR LINE	01/31/16	249190	144.55-
00001 MCELHANEY PLUMBING INC	235650	00154112	15002291	HARDWARE SUPP 8/15 POLICE	01/31/16	249190	96.55-

MCELHANEY PLUMBING INC							
Sum							241.10-
00001 MCMULLAN EQUIPMENT CO	163681P	00158083	15002239	REPR PTS U#14714 STREET	01/31/16	249191	150.00-
MCMULLAN EQUIPMENT CO							
Sum							150.00-
00001 MEDICAL ANALYSIS-GHV	10139	00158142	15002025	MGMT FEES/LAB FEES 1/16	01/19/16	110526	29,703.85-
MEDICAL ANALYSIS-GHV							
Sum							29,703.85-
00001 MID SOUTH GLASS INC	0042268	00157808	15002167	REPLACE DOOR LOCKS ENGR DEPT	01/31/16	249193	115.00-
MID SOUTH GLASS INC							
Sum							115.00-
00001 MISS MISSISSIPPI CORP	2015/2016 AD	00158360	15002358	PAGEANT AD IVEY SWAN	01/31/16	249195	300.00-
00001 MISS MISSISSIPPI CORP	2015/2016 AD	00158360	15002359	PAGEANT AD ZHARIAH HUBBARD	01/31/16	249195	300.00-
MISS MISSISSIPPI CORP							
Sum							600.00-
00001 MS ASSN GOVT PURCH/PROP	145347476514	00158262	15002262	2016 MBRSHP RNWL BEECH ENGR	01/31/16	249198	35.00-
00001 MS ASSN GOVT PURCH/PROP	145350114377	00158307	15002301	REG BEECH MEET 2/17 NATCHEZ	01/31/16	249198	20.00-
MS ASSN GOVT PURCH/PROP							
Sum							55.00-
00001 MS FIRE & SAFETY OF HBUR	49056	00157681	15002108	HOOD SYS SERV VARI FIRE STA	01/31/16	249201	570.00-
00001 MS FIRE & SAFETY OF HBUR	49197	00158254	15002267	SERV EXTINGUISHERS HILND CEM	01/31/16	249201	351.00-
MS FIRE & SAFETY OF HBUR							
Sum							921.00-
00001 MS POWER COMPANY	1/16 GENERAL	00020168	15002268	MNTHLY ELEC-GENERAL	01/31/16	249202	114,808.84-
MS POWER COMPANY							
Sum							114,808.84-
00001 MULTITECH OFFICE MACHINE	16010017	00157714	15002039	PRINTER SUPP INFO TECH	01/31/16	249204	443.70-
00001 MULTITECH OFFICE MACHINE	16010022	00157731	15002041	SUPP MAYOR'S PRINTER	01/31/16	249204	177.90-
00001 MULTITECH OFFICE MACHINE	16010678	00158130	15002282	PRINTER SUPP INFO TECH	01/31/16	249204	843.50-
MULTITECH OFFICE MACHINE							
Sum							1,465.10-
00001 NAPA AUTO PARTS	538889	00157797	15002056	REPR PTS U#13560/TOOLS	01/31/16	249205	403.18-
00001 NAPA AUTO PARTS	538907	00157802	15002057	MAINT SUPP U#14701/14699	01/31/16	249205	44.41-
00001 NAPA AUTO PARTS	539189	00157918	15002058	REPR PTS U#9746/14517	01/31/16	249205	101.88-
00001 NAPA AUTO PARTS	539278	00157983	15002059	REPR PTS U#8652	01/31/16	249205	61.13-
00001 NAPA AUTO PARTS	538231	00157532	15002153	TIE DOWN/RATCHET STREET	01/31/16	249205	54.98-
00001 NAPA AUTO PARTS	539733	00158230	15002223	REPR PTS U#14700/STOCK	01/31/16	249205	195.49-
NAPA AUTO PARTS							
Sum							861.07-

00001 NATL FIRE PROTECTION ASS	6607591Y	00157627	15002104	2014 FIRE INVESTIGATION BOOKS	01/31/16	249206	141.95-
NATL FIRE PROTECTION ASS							
Sum							141.95-
00001 NATL LEAGUE OF CITIES/DI	0000025200 1	00158073	15002044	MBRSHP RNWL FOR CITY	01/31/16	249207	3,813.00-
NATL LEAGUE OF CITIES/DI							
Sum							3,813.00-
00001 NEEL-SCHAFFER INC	1033930	00158193	15002166	SRV MS4 PROG MGMT YR 2015	01/31/16	249208	5,124.07-
NEEL-SCHAFFER INC							
Sum							5,124.07-
00001 NEWELL PAPER COMPANY	861610	00158051	15002286	JANIT SUPP POLICE DEPT	01/31/16	249209	303.13-
NEWELL PAPER COMPANY							
Sum							303.13-
00001 NORFOLK SOUTHERN CORP	90211381	00158182	15002244	2/16 LEASE RR ST PK LOT	01/31/16	249210	1,900.00-
NORFOLK SOUTHERN CORP							
Sum							1,900.00-
00001 OFFICE DEPOT INC	1889258410	00157984	15002283	COMPUTER SUPP INFO TECH	01/31/16	249212	579.92-
00001 OFFICE DEPOT INC	1890227200	00158035	15002297	PRINTER/SHREDDER TRAFF DEPT	01/31/16	249212	319.96-
00001 OFFICE DEPOT INC	800442467001	00155999	15002317	DESK LAND CODE DEPT	01/31/16	249212	230.99-
00001 OFFICE DEPOT INC	774443601001	00152650	15002319	OFFICE SUPP PLANT DIRECTOR	01/31/16	249212	971.94-
00001 OFFICE DEPOT INC	774531866001	00152650	15002320	OFFICE SUPP PLANT DIRECTOR	01/31/16	249212	13.64-
00001 OFFICE DEPOT INC	799706021001	00152650	15002321	CREDIT	01/31/16	249212	945.55
00001 OFFICE DEPOT INC	1875751534	00157328	15002322	2 YR REPR COURT FILE CABINET	01/31/16	249212	119.99-
00001 OFFICE DEPOT INC	811748849001	00157328	15002323	FILE CABINET MUN COURT	01/31/16	249212	829.99-
OFFICE DEPOT INC							
Sum							2,120.88-
00001 PARKER, ANTHONY	TRAV ADVANCE	00158268	15002252	TRAV ADV CALEA CONF ST LOUIS	01/31/16	249213	1,384.60-
PARKER, ANTHONY							
Sum							1,384.60-
00001 PEARL RIVER VALLEY EPA (	1/16 GENERAL	00020168	15002269	MNTHLY 1/16 PUBLIC SERVICES	01/31/16	249216	1,812.01-
PEARL RIVER VALLEY EPA (							
Sum							1,812.01-
00001 PENNEY, J C COMMERCIAL	P9119008S00Y	00155844	15002248	CLOTH ALLOW MYERS POLICE	01/31/16	249217	325.83-
00001 PENNEY, J C COMMERCIAL	P911900B000Y	00157509	15002249	CLOTH ALLOW KENNEDY POLICE	01/31/16	249217	79.98-
PENNEY, J C COMMERCIAL							
Sum							405.81-
00001 PETROLEUM TRADERS	959320	00157257	15002276	DIESEL FOR FUEL STA	01/31/16	249219	5,542.30-
PETROLEUM TRADERS							
Sum							5,542.30-
00001 PILEUM CORPORATION	P18328	00157429	15002040	MOVING SERVERS BLOCK TIME IT	01/31/16	249220	13,800.00-
PILEUM CORPORATION							
Sum							13,800.00-

00001 PINE BELT OIL COMPANY IN	1028632(A)	00158121	15002277	GAS FOR FUEL STA	01/31/16	249222	7,802.16-
00001 PINE BELT OIL COMPANY IN	10315382	00158121	15002278	DIESEL FOR FUEL STA	01/31/16	249222	4,487.11-
00001 PINE BELT OIL COMPANY IN	1028632(B)	00158248	15002279	ADDL AMT DUE PO#158121	01/31/16	249222	96.53-
PINE BELT OIL COMPANY IN							
Sum							12,385.80-
00001 PINE BELT REGIONAL SOLID	100006 12/15	00158183	15002176	REFUSE DISPOSAL 12/15 SANIT	01/31/16	249223	44,513.00-
PINE BELT REGIONAL SOLID							
Sum							44,513.00-
00001 PINEBELT DOOR & HARDWARE	12001	00157922	15002107	SECURITY LOCK #2 FIRE STA	01/31/16	249225	555.00-
PINEBELT DOOR & HARDWARE							
Sum							555.00-
00001 PRECISION FAB & REFURBIS	007	00157964	15002110	REPRS U#11356 TRACTOR	01/31/16	249228	420.00-
PRECISION FAB & REFURBIS							
Sum							420.00-
00001 PRESLEY, PAUL E	PETTY CASH 9	00158105	15002053	PETTY CASH FIRE DEPT	01/31/16	249229	365.58-
PRESLEY, PAUL E							
Sum							365.58-
00001 PUCKETT MACHINERY COMPAN	P05C5598560	00158078	15002156	REPR PTS U#18035 STREET	01/31/16	249230	124.10-
PUCKETT MACHINERY COMPAN							
Sum							124.10-
00001 PUCKETT RENTS	527993-0001	00157338	15002064	SIDEWALK CAST-N-PLACE SUPP	01/31/16	249231	999.90-
00001 PUCKETT RENTS	527992-0001	00157973	15002065	PIPE WRAP FOR DRAIN SEALING	01/31/16	249231	770.40-
PUCKETT RENTS							
Sum							1,770.30-
00001 PYLE, MILLS & DYE PA	LEGAL SERVIC	00158139	15002026	LEGAL SERVICES	01/19/16	110527	41,455.10-
PYLE, MILLS & DYE PA							
Sum							41,455.10-
00001 QUALITY DOORS LLC	55530	00157762	15002178	DOOR REPAIR AIRPORT	01/31/16	249232	775.00-
QUALITY DOORS LLC							
Sum							775.00-
00001 REGIONS CARDHOLDER SERVI	7079 12/31/1	00158050	15002088	J EVANS 12/13-17 WASHINGTON	01/31/16	249233	1,126.64-
00001 REGIONS CARDHOLDER SERVI	7079 12/31/1	00158050	15002089	U-VERSE CHG MAYOR DUPREE	01/31/16	249233	177.00-
00001 REGIONS CARDHOLDER SERVI	7079 12/31/1	00158050	15002090	TRVL MAYOR DUPREE ADP	01/31/16	249233	40.00-
00001 REGIONS CARDHOLDER SERVI	7079 12/31/1	00158050	15002091	EATON 12/2-18/15 JKSN/N ORLNS	01/31/16	249233	767.38-
00001 REGIONS CARDHOLDER SERVI	7079 12/31/1	00158050	15002092	LATE FEE	01/31/16	249233	17.09-
00001 REGIONS CARDHOLDER SERVI	7079 12/31/1	00158050	15002093	CREDIT	01/31/16	249233	54.17
00001 REGIONS CARDHOLDER SERVI	7079 12/31/1	00158050	15002094	CHIEF PARKER 12/7-11 OXFORD	01/31/16	249233	446.12-
00001 REGIONS CARDHOLDER SERVI	7079 12/31/1	00158050	15002095	MITCHELL 12/7-9 TUNICA	01/31/16	249233	370.57-
REGIONS CARDHOLDER SERVI							
Sum							2,890.63-

00001 RICOH CORP	5039827652	00158239	15002183	COPIER 1/15 HUMAN RES	01/31/16	249235	96.36-
00001 RICOH CORP	20483035	00158338	15002332	COPIER 11/15-12/14/15 H RES	01/31/16	249235	221.67-
00001 RICOH CORP	20587109	00158343	15002333	COPIER 12/15-1/14/16 H RES	01/31/16	249235	221.67-
00001 RICOH CORP	20726222	00158344	15002334	COPIER 1/15-2/14/16 HUMAN RES	01/31/16	249235	221.67-
RICOH CORP							
Sum							761.37-
00001 RJ YOUNG COMPANY	1190588	00158197	15002168	COPIER 12/14-1/13/16 ENGR	01/31/16	249237	318.00-
00001 RJ YOUNG COMPANY	INV1172373	00158255	15002261	COPIER 12/15-12/16 PUB WORKS	01/31/16	249237	601.00-
00001 RJ YOUNG COMPANY	INV1167206	00158380	15002375	COPIER 12/15 P/F ACADEMY	01/31/16	249237	236.00-
00001 RJ YOUNG COMPANY	INV1167207	00158376	15002377	COPIER 11/28-12/27/15 FIRE	01/31/16	249237	196.00-
RJ YOUNG COMPANY							
Sum							1,351.00-
00001 ROBINSON ELECTRIC SUPPLY	2175613-00	00157707	15002042	ELEC SUPP A/C REPR IT DEPT	01/31/16	249239	277.83-
ROBINSON ELECTRIC SUPPLY							
Sum							277.83-
00001 RODCO, LLC	10046	00158345	15002348	PLANS REVIEW MAG STATE BANK	01/31/16	249241	530.75-
RODCO, LLC							
Sum							530.75-
00001 SACKS OUTDOOR SUPPLY	21144	00158009	15002074	UNIFORM PANTS PARKING OFFICER	01/31/16	249242	99.98-
00001 SACKS OUTDOOR SUPPLY	21167	00158286	15002337	CLOTH ALLOW BYRD POLICE	01/31/16	249242	159.99-
SACKS OUTDOOR SUPPLY							
Sum							259.97-
00001 SANSOM EQUIPMENT CO	46928	00157747	15002355	REPR PTS SANIT STOCK	01/31/16	249243	253.76-
SANSOM EQUIPMENT CO							
Sum							253.76-
00001 SHERWIN-WILLIAMS FLOOR C	4747-1	00156911	15002062	HOSE/SPRAY GUNS U#9782 TRAFF	01/31/16	249246	750.93-
SHERWIN-WILLIAMS FLOOR C							
Sum							750.93-
00001 SOLAR SUPPLY INC	3475491	00157780	15002043	A/C REPR SUPP IT DEPT	01/31/16	249247	339.54-
00001 SOLAR SUPPLY INC	3475210	00157721	15002335	A/C REPR SUPP INFO TECH DEPT	01/31/16	249247	72.19-
00001 SOLAR SUPPLY INC	3475870	00158309	15002372	A/C THERMOSTAT COMM RELA	01/31/16	249247	31.86-
SOLAR SUPPLY INC							
Sum							443.59-
00001 SOUTHCOMM PUBLISHING	227537 10539	00156510	15002371	ADP DIRECTORY AD	01/31/16	249248	2,695.00-
SOUTHCOMM PUBLISHING							
Sum							2,695.00-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 1/14-	02016256	15002272	POLICE FINES COLL.FEE	01/31/16	249250	173.40-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 1/4-	02016257	15002273	POLICE FINES COLL.FEE	01/31/16	249250	572.28-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT3 1/4-	02016258	15002274	POLICE FINES COLL.FEE	01/31/16	249250	1,464.90-
SOUTHERN FINANCIAL SYSTE							
Sum							2,210.58-

00001	SOUTHERN PINE ELECTRIC P	1/16 GENERAL	00020168	15002270	MNTHLY 1/16 PUBLIC SERVICES	01/31/16	249252	64.60-
SOUTHERN PINE ELECTRIC P								
Sum								64.60-
00001	SOUTHERN PIPE & SUPPLY C	9334681-00	00158034	15002132	THERMOSTAT #1 FIRE STA	01/31/16	249253	254.29-
00001	SOUTHERN PIPE & SUPPLY C	9172841-00	00156661	15002147	DRAIN PIPE/CULVERTS	01/31/16	249253	479.40-
00001	SOUTHERN PIPE & SUPPLY C	9315938-00	00157764	15002350	BAGS READY MIX ASPHALT	01/31/16	249253	1,757.28-
00001	SOUTHERN PIPE & SUPPLY C	9333318-00	00155309	15002351	PIPE SUPP STREET DEPT	01/31/16	249253	527.35-
SOUTHERN PIPE & SUPPLY C								
Sum								3,018.32-
00001	SOUTHERN TIRE MART #9 (M	9006489	00158189	15002225	TIRES U#18603 TRAFFIC	01/31/16	249254	520.00-
SOUTHERN TIRE MART #9 (M								
Sum								520.00-
00001	SOUTHERN TIRE MART LLC	9006475	00158154	15002266	TIRES U#7868 CEMETERY	01/31/16	249255	840.00-
SOUTHERN TIRE MART LLC								
Sum								840.00-
00001	STANDARD OFFICE SUPPLY C	0058893-001	00157768	15002035	OFFICE SUPP RISK MGMT	01/31/16	249258	94.45-
00001	STANDARD OFFICE SUPPLY C	0059068-001	00157768	15002036	OFFICE SUPP RISK MGMT	01/31/16	249258	33.50-
00001	STANDARD OFFICE SUPPLY C	0059085-001	00157912	15002096	OFFICE SUPP ACCTG DEPT	01/31/16	249258	311.81-
00001	STANDARD OFFICE SUPPLY C	0059159-001	00157912	15002112	OFFICE SUPP ACCTG DEPT	01/31/16	249258	69.99-
00001	STANDARD OFFICE SUPPLY C	0059159-002	00157912	15002113	CREDIT	01/31/16	249258	69.99
00001	STANDARD OFFICE SUPPLY C	0059443-001	00158079	15002367	CARD STOCK ACCTG DEPT	01/31/16	249258	72.00-
00001	STANDARD OFFICE SUPPLY C	0059288-001	00158079	15002369	OFFICE SUPP MUN COURT	01/31/16	249258	534.66-
00001	STANDARD OFFICE SUPPLY C	0059505	00158079	15002370	OFFICE SUPP MUN COURT	01/31/16	249258	31.99-
STANDARD OFFICE SUPPLY C								
Sum								1,078.41-
00001	STRIBLING EQUIPMENT CO L	CS00608447:0	00157916	15002111	REPR PTS U#20152 STREET	01/31/16	249260	1,669.14-
00001	STRIBLING EQUIPMENT CO L	CS006084666:	00158313	15002352	REPR PTS U#20152 STREET	01/31/16	249260	132.40-
STRIBLING EQUIPMENT CO L								
Sum								1,801.54-
00001	THE UNIVERSITY OF SOUTHE	000003950901	00158291	15002281	HEALTH ACCESS HBG #2 EVAL	01/31/16	249265	32,986.50-
THE UNIVERSITY OF SOUTHE								
Sum								32,986.50-
00001	TRUCKPRO INC	039-0595511	00157179	15002314	REPR PTS U#17723 SANIT	01/31/16	249267	452.70-
TRUCKPRO INC								
Sum								452.70-
00001	TRUSTMARK BUSINESS CARD	9827 DUPREE	00158084	15002031	GAS 12/4/15 SOU RAIL MEETING	01/31/16	249268	30.01-
00001	TRUSTMARK BUSINESS CARD	9827 DUPREE	00158084	15002032	REG MAYORS CONF 1/20-22 W/DC	01/31/16	249268	650.00-
00001	TRUSTMARK BUSINESS CARD	9827 DUPREE	00158084	15002033	LATE FEE CHARGE	01/31/16	249268	35.00-
00001	TRUSTMARK BUSINESS CARD	9827 DUPREE	00158084	15002034	FINANCE CHARGE	01/31/16	249268	55.01-
TRUSTMARK BUSINESS CARD								
Sum								770.02-

00001 TYLER TECHNOLGIES INC	025-141844	00156913	15002120	USER LICENSES FOR ENERGOV	01/31/16	249270	5,994.00-
00001 TYLER TECHNOLGIES INC	025-144773	00156913	15002121	IG WORKFORCE MOBILE MAINT	01/31/16	249270	1,199.00-
TYLER TECHNOLGIES INC							
Sum							7,193.00-
00001 UNDERWOOD OUTDOOR POWER,	18898	00158018	15002179	REACHERS CEMETERY	01/31/16	249273	227.88-
00001 UNDERWOOD OUTDOOR POWER,	18899	00158011	15002243	BAR/CHAIN OIL CEM/FORESTRY	01/31/16	249273	184.80-
UNDERWOOD OUTDOOR POWER,							
Sum							412.68-
00001 UNITED FENCE COMPANY	00017176	00156647	15002364	FENCE REPR SOUTH ST CEMETERY	01/31/16	249274	499.15-
00001 UNITED FENCE COMPANY	00017223	00157671	15002374	REPLACE BACK GATE CEMETERY	01/31/16	249274	1,756.90-
UNITED FENCE COMPANY							
Sum							2,256.05-
00001 VERIZON WIRELESS	942014683000	00158144	15002098	HPD WIRELESS SERV 12/15	01/31/16	249278	1,778.62-
00001 VERIZON WIRELESS	9755639333	00158223	15002188	SERV 10-11/15 GIS DEPT	01/31/16	249278	40.01-
00001 VERIZON WIRELESS	9757280243	00158223	15002189	SERV 11/16-12/15 GIS DEPT	01/31/16	249278	40.01-
VERIZON WIRELESS							
Sum							1,858.64-
00001 WAGE HOUR ASSESSMENTS AN	12/30/15 INV	00158136	15002101	WAGE HOUR REPORTS 12/17,12/28	01/31/16	249281	1,756.98-
WAGE HOUR ASSESSMENTS AN							
Sum							1,756.98-
00001 WAL-MART STORES INC	007386	00157224	15002280	CHRISTMAS CANDY TREE LIGHTING	01/31/16	249282	82.26-
00001 WAL-MART STORES INC	003004	00157448	15002285	FOOD/SUPP MPO COMM MEET 12/16	01/31/16	249282	109.62-
00001 WAL-MART STORES INC	002741	00157724	15002292	COMPUTER SUPP P/F ACADEMY	01/31/16	249282	81.97-
WAL-MART STORES INC							
Sum							273.85-
00001 WARREN MULTIMEDIA	12015	00157347	15002360	COMMERICAL MS ALLSTAR GAME	01/31/16	249283	300.00-
WARREN MULTIMEDIA							
Sum							300.00-
00001 WARREN PAVING INC	811812	00156855	15002067	PAVING IND BLVD H42 TO JOINT	01/31/16	249285	24,874.13-
00001 WARREN PAVING INC	811814	00156856	15002068	PAVING C CLUB RD TO BRIDGE	01/31/16	249285	7,831.09-
00001 WARREN PAVING INC	811813	00157008	15002069	PAVING AZTEC ST	01/31/16	249285	16,251.80-
00001 WARREN PAVING INC	811849	00157041	15002070	PAVING SCOOBA ST	01/31/16	249285	15,983.17-
00001 WARREN PAVING INC	21205MB	00154616	15002114	ASPHALT CITY WIDE USE	01/31/16	249285	772.51-
00001 WARREN PAVING INC	21252MB	00154616	15002115	ASPHALT CITY WIDE USE	01/31/16	249285	298.75-
00001 WARREN PAVING INC	22085MB	00157321	15002145	CONCRETE SHAVINGS CITY WIDE	01/31/16	249285	898.38-
00001 WARREN PAVING INC	22165MB	00157321	15002146	CONCRETE SHAVINGS CITY WIDE	01/31/16	249285	2,466.77-
00001 WARREN PAVING INC	21797MB	00156764	15002148	CONCRETE SHAVINGS CITY WIDE	01/31/16	249285	846.99-
00001 WARREN PAVING INC	21875MB	00156764	15002149	CONCRETE SHAVINGS CITY WIDE	01/31/16	249285	418.50-
00001 WARREN PAVING INC	21997MB	00156764	15002150	CONCRETE SHAVINGS CITY WIDE	01/31/16	249285	1,086.21-
00001 WARREN PAVING INC	811827	00156854	15002365	PAVE 31ST AVE-HWY 49-GREEN DR	01/31/16	249285	58,772.26-
00001 WARREN PAVING INC	811848	00156854	15002366	PAVE 31ST AVE-HWY 49-GREEN DR	01/31/16	249285	37,614.06-
WARREN PAVING INC							
Sum							168,114.62-

00001 WASTE MANAGEMENT OF SOUT	0008681-2526	00158184	15002177	REFUSE DISOSAL SANIT	01/31/16	249286	3,139.62-
WASTE MANAGEMENT OF SOUT							
Sum							3,139.62-
00001 WATERS INTERNATIONAL TRU	08P805199	00157488	15002106	APPARATUS BATTERIES	01/31/16	249287	602.00-
00001 WATERS INTERNATIONAL TRU	08P805329	00157751	15002353	REPR PTS U#16082 STREET	01/31/16	249287	347.88-
00001 WATERS INTERNATIONAL TRU	08P805326	00157749	15002356	REPR PTS U#17723 SANIT	01/31/16	249287	225.62-
WATERS INTERNATIONAL TRU							
Sum							1,175.50-
00001 WILLIAMS, TERESA	PETTY CASH 1	00158237	15002241	PETTY CASH CONSTR	01/31/16	249291	370.05-
WILLIAMS, TERESA							
Sum							370.05-
00001 WILLMUT GAS & OIL COMPAN	1/16 GENERAL	00020168	15002271	MNTHLY GAS-GENERAL	01/31/16	249292	1,642.83-
WILLMUT GAS & OIL COMPAN							
Sum							1,642.83-
00001 XEROX GOVERNMENT SYSTEMS	1231407	00158377	15002376	FIREHOUSE LICENSES RENEWAL	01/31/16	249294	8,154.62-
XEROX GOVERNMENT SYSTEMS							
Sum							8,154.62-
Sum							2,066,315.62-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JANUARY 31, 2016

Date - 01/28/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	294413	00158026	15000479	FIRE ANT INSECTICIDE	01/31/16	249060	336.00-
00002 A & R FARM AND GARDEN	294080	00158203	15000480	HERBICIDE	01/31/16	249060	59.00-
A & R FARM AND GARDEN							
Sum							395.00-
00002 AGRI-AFC LLC	5196261	00158290	15000521	WINTER FERTILIZER BALLFIELDS	01/31/16	249066	3,053.89-
AGRI-AFC LLC							
Sum							3,053.89-
00002 AUTO ARMATURE SERVICE IN	02691	00158020	15000468	REPRS U#19303 MOWER	01/31/16	249077	40.00-
00002 AUTO ARMATURE SERVICE IN	02541	00157792	15000476	STARTER U#17997 MOWER	01/31/16	249077	169.95-
00002 AUTO ARMATURE SERVICE IN	02787	00158204	15000481	STARTER U#19464 MOWER	01/31/16	249077	99.95-
AUTO ARMATURE SERVICE IN							
Sum							309.90-
00002 AUTOMOTIVE GLASS SPECIAL	I155954	00158147	15000485	DOOR GLASS U#7382	01/31/16	249078	253.00-
AUTOMOTIVE GLASS SPECIAL							
Sum							253.00-
00002 B S N SPORTS	97549270	00157779	15000510	BATTERS BOX MATS TATUM SB	01/31/16	249079	1,147.96-
B S N SPORTS							
Sum							1,147.96-
00002 BEMBRY, TERRANCE J	SPORTS SERVS	02016255	15000496	SPORTS SUPPORT SERVICES	01/31/16	249082	24.00-
BEMBRY, TERRANCE J							
Sum							24.00-
00002 BENNETT'S LOCK & KEY SHO	64397	00157986	15000469	LOCKS/KEYS VARI PARKS	01/31/16	249083	330.90-
BENNETT'S LOCK & KEY SHO							
Sum							330.90-
00002 BRACKMAN MOWER WAREHOUSE	6970	00158012	15000465	REPRS U#17998 MOWER	01/31/16	249092	65.83-
00002 BRACKMAN MOWER WAREHOUSE	6971	00158013	15000466	REPRS U#20232 MOWER	01/31/16	249092	145.83-
00002 BRACKMAN MOWER WAREHOUSE	7069	00158024	15000482	MOWER BLADES	01/31/16	249092	1,008.00-
00002 BRACKMAN MOWER WAREHOUSE	6994	00158037	15000483	REPRS U#20234/16979 MOWERS	01/31/16	249092	195.15-
00002 BRACKMAN MOWER WAREHOUSE	7015	00158071	15000484	REPRS U#19465 MOWER	01/31/16	249092	117.86-
BRACKMAN MOWER WAREHOUSE							
Sum							1,532.67-
00002 BRADDOCK, ARETHA	OFFICIAL 1/9	02016254	15000488	OFFICIAL-YOUTH BASKETBALL	01/31/16	249093	225.00-
BRADDOCK, ARETHA							
Sum							225.00-

00002 BROWN, KIM	OFFICIAL 1/9	02016254	15000489	OFFICIAL-YOUTH BASKETBALL		01/31/16	249094	75.00-
BROWN, KIM								
Sum								75.00-
00002 C SPIRE WIRELESS (CELLUL	12/23/15-1/2	02016253	15000507	CELL SERV 1/16 PARKS & REC		01/31/16	249099	198.56-
C SPIRE WIRELESS (CELLUL								
Sum								198.56-
00002 CITY OF HATTIESBURG FUND	TRF 2ND 1/16	02016247	15000459	TRF 2ND 1/16 PAYROLL		01/20/16	310801	64,395.32-
CITY OF HATTIESBURG FUND								
Sum								64,395.32-
00002 COMSOUTH	180633	00157622	15000512	RADIO REPR U#16327		01/31/16	249113	139.25-
00002 COMSOUTH	180910	00158212	15000513	RADIO REPR U#16325		01/31/16	249113	95.20-
00002 COMSOUTH	180939	00158215	15000514	RADIO REPR U#16296		01/31/16	249113	262.80-
COMSOUTH								
Sum								497.25-
00002 ECONOMY SUPPLY CO	244604	00157982	15000462	BLDG MATLS BEV HILLS PAVILION		01/31/16	249124	43.61-
ECONOMY SUPPLY CO								
Sum								43.61-
00002 ELKINS WHOLESALE INC	267146-00	00158205	15000509	JANIT SUPP GRNDS MAINT		01/31/16	249125	932.78-
ELKINS WHOLESALE INC								
Sum								932.78-
00002 FASTENAL COMPANY	MSHAT187558	00157906	15000460	SAFETY VESTS GRNDS MAINT		01/31/16	249130	179.88-
00002 FASTENAL COMPANY	MSHAT187557	00157920	15000461	SAFETY VESTS MARTI GRAS 1/16		01/31/16	249130	419.72-
FASTENAL COMPANY								
Sum								599.60-
00002 FERGUSON ENTERPRISES INC	4773197	00157801	15000464	PLUMB SUPP TATUM PARK		01/31/16	249131	253.29-
FERGUSON ENTERPRISES INC								
Sum								253.29-
00002 GRAVES, GARY L	OFFICIAL 1/9	02016254	15000491	OFFICIAL-YOUTH BASKETBALL		01/31/16	249145	200.00-
GRAVES, GARY L								
Sum								200.00-
00002 GREEN FOREST NURSERY INC	25260	00158065	15000522	RPLCMNT TREES VARI LOC		01/31/16	249146	3,868.50-
GREEN FOREST NURSERY INC								
Sum								3,868.50-
00002 GRIFFIN, GABRIEL	OFFICIAL 1/9	02016254	15000492	OFFICIAL-YOUTH BASKETBALL		01/31/16	249148	50.00-
GRIFFIN, GABRIEL								
Sum								50.00-

00002 HARRISON, KATRINA	SPORTS SERVS	02016255	15000497	SPORTS SUPPORT SERVICES		01/31/16	249153	132.00-
HARRISON, KATRINA								
Sum								132.00-
00002 HILL, TIFFANY	PO#157956 1/	00157956	15000473	SPORTS TEMPLATE DESIGN SERV		01/31/16	249154	712.00-
HILL, TIFFANY								
Sum								712.00-
00002 HINES, ERIC	OFFICIAL 1/9	02016254	15000490	OFFICIAL-YOUTH BASKETBALL		01/31/16	249155	325.00-
HINES, ERIC								
Sum								325.00-
00002 HUGHES SUPPLY	S147022193.0	00158214	15000511	PLUMB SUPP TATUM SOCCER RESTR		01/31/16	249160	1,026.95-
HUGHES SUPPLY								
Sum								1,026.95-
00002 INDOFF INC	2742815	00157998	15000508	FASTENERS CITY WIDE USE		01/31/16	249161	131.96-
INDOFF INC								
Sum								131.96-
00002 IRBY, STUART C CO	S009320632.0	00157318	15000463	ELEC SUPP TATUM SOCCER LIGHTS		01/31/16	249165	50.34-
00002 IRBY, STUART C CO	S009377825.0	00158040	15000523	ELEC SUPP KP TENNIS COURTS		01/31/16	249165	26.50-
IRBY, STUART C CO								
Sum								76.84-
00002 JACKSON, ROOSEVELT III	784464	00158289	15000516	PAINT EXTERIOR TATUM SOCCER		01/31/16	249166	2,495.00-
JACKSON, ROOSEVELT III								
Sum								2,495.00-
00002 KEELING COMPANY (HATTIES	S2921744.001	00157284	15000474	SPRINKLER HEADS TATUM SOCCER		01/31/16	249171	451.27-
KEELING COMPANY (HATTIES								
Sum								451.27-
00002 KETTLEY, ANNETTE	SPORTS SERVS	02016255	15000498	SPORTS SUPPORT SERVICES		01/31/16	249172	32.00-
KETTLEY, ANNETTE								
Sum								32.00-
00002 KETTLEY, VERONICA	SPORTS SERVS	02016255	15000499	SPORTS SUPPORT SERVICES		01/31/16	249173	32.00-
KETTLEY, VERONICA								
Sum								32.00-
00002 KEYS, MECHEKA	SPORTS SERVS	02016255	15000500	SPORTS SUPPORT SERVICES		01/31/16	249174	32.00-
KEYS, MECHEKA								
Sum								32.00-
00002 KINNEL, ISAAC	OFFICIAL 1/9	02016254	15000493	OFFICIAL-YOUTH BASKETBALL		01/31/16	249175	75.00-
KINNEL, ISAAC								
Sum								75.00-

00002 KINSEY WELDING	659814	00157919	15000486	WELD ENTRANCE GATES TATUM PK	01/31/16	249176	3,600.00-
KINSEY WELDING							
Sum							3,600.00-
00002 MORGAN, ANDRE	OFFICIAL 1/9	02016254	15000494	OFFICIAL-YOUTH BASKETBALL	01/31/16	249197	50.00-
MORGAN, ANDRE							
Sum							50.00-
00002 MS POWER COMPANY	1/16 PKS/REC	00020168	15000487	MNTHLY ELEC-PARKS & REC	01/31/16	249202	13,008.28-
MS POWER COMPANY							
Sum							13,008.28-
00002 NEEL-SCHAFFER INC	1032753	00155426	15000515	SRV TRAIN ENGINE AREA DEPOT	01/31/16	249208	520.00-
NEEL-SCHAFFER INC							
Sum							520.00-
00002 PINE BELT TROPHY	PO#156694 11	00156694	15000471	TROPHIES YTH FTBALL CHAMPS	01/31/16	249224	240.00-
PINE BELT TROPHY							
Sum							240.00-
00002 POWELL, RANDY	SPORTS SERVS	02016255	15000501	SPORTS SUPPORT SERVICES	01/31/16	249226	64.00-
POWELL, RANDY							
Sum							64.00-
00002 ROBINSON ELECTRIC SUPPLY	2175775-00	00157883	15000472	ELEC SUPP MCNAIR CENTER	01/31/16	249239	54.00-
ROBINSON ELECTRIC SUPPLY							
Sum							54.00-
00002 ROBINSON, MARVIN	OFFICIAL 1/9	02016254	15000495	OFFICIAL-YOUTH BASKETBALL	01/31/16	249240	200.00-
ROBINSON, MARVIN							
Sum							200.00-
00002 SHERWIN-WILLIAMS COMPANY	4848-7	00157960	15000475	PAINT SUPP MCNAIR CENTER	01/31/16	249245	61.58-
SHERWIN-WILLIAMS COMPANY							
Sum							61.58-
00002 SOUTHERN TIRE MART #9 (M	9006203	00157892	15000467	TIRE/FLAT REPR U#17085 MOWER	01/31/16	249254	33.98-
SOUTHERN TIRE MART #9 (M							
Sum							33.98-
00002 SPORTS CONTRACTORS UNLIM	2016111	00157772	15000470	LASER GRADING TATUM SOFTBALL	01/31/16	249257	6,000.00-
SPORTS CONTRACTORS UNLIM							
Sum							6,000.00-
00002 U P S STORE, THE (HATTIE	PO#157781 1/	00157781	15000477	SENIOR NEWSLETTER 1/16-2/16	01/31/16	249271	136.52-
U P S STORE, THE (HATTIE							
Sum							136.52-

00002 USA BOXING-SOUTHERN ASSN 2016 REG FEE	00158022	15000478	ANNUAL REG FEE 2016		01/31/16	249275	178.00-
USA BOXING-SOUTHERN ASSN							
Sum							178.00-
00002 VARNADO, ALEXANDRIA SPORTS SERVS	02016255	15000504	SPORTS SUPPORT SERVICES		01/31/16	249276	112.00-
VARNADO, ALEXANDRIA							
Sum							112.00-
00002 VARNADO, UNDREA SPORTS SERVS	02016255	15000505	SPORTS SUPPORT SERVICES		01/31/16	249277	144.00-
VARNADO, UNDREA							
Sum							144.00-
00002 VIRGES, RODERICK SPORTS SERVS	02016255	15000506	SPORTS SUPPORT SERVICES		01/31/16	249280	136.00-
VIRGES, RODERICK							
Sum							136.00-
00002 WAL-MART STORES INC 005446	00157402	15000517	CHRISTMAS SUPP SENIOR CENTER		01/31/16	249282	156.68-
WAL-MART STORES INC							
Sum							156.68-
00002 WARREN PAVING INC 21874MB	00154856	15000518	CRUSHED CONCRETE TATUM REC RD		01/31/16	249285	2,179.98-
00002 WARREN PAVING INC 21246MB	00154856	15000519	CRUSHED CONCRETE TATUM REC RD		01/31/16	249285	4,752.00-
00002 WARREN PAVING INC 21287MB	00154856	15000520	CRUSHED CONCRETE TATUM REC RD		01/31/16	249285	683.91-
WARREN PAVING INC							
Sum							7,615.89-
00002 WHEELER, CURTIS SPORTS SERVS	02016255	15000503	SPORTS SUPPORT SERVICES		01/31/16	249289	88.00-
WHEELER, CURTIS							
Sum							88.00-
00002 WHIGHAM, JEVONTA SPORTS SERVS	02016255	15000502	SPORTS SUPPORT SERVICES		01/31/16	249290	380.00-
WHIGHAM, JEVONTA							
Sum							380.00-
Sum							116,687.18-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JANUARY 31, 2016

Date - 01/28/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
HATT.MUNICIPAL FIRE PROTECTION							
00005 STATE FIRE ACADEMY	23908	00158112	15000011	TESTS CLARK,ATKINS,REDONDO	01/31/16	249259	2,370.00-
STATE FIRE ACADEMY							
Sum							2,370.00-
Sum							2,370.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JANUARY 31, 2016

Date - 01/28/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 ADVANCED JANITORIAL SERV	100741 WTR B	00158238	15000545	SERV 1/16 WTR BILLING OFFICE	01/31/16	249064	495.00-
ADVANCED JANITORIAL SERV							
Sum							495.00-
00009 ARNOLD LINE WATER ASSN I	138574	00158186	15000533	SEWER BILLING 10/15-12/15	01/31/16	249072	405.00-
ARNOLD LINE WATER ASSN I							
Sum							405.00-
00009 AUTOMOTIVE GLASS SPECIAL	I155803	00157890	15000520	DOOR REPR PLT #2	01/31/16	249078	125.00-
AUTOMOTIVE GLASS SPECIAL							
Sum							125.00-
00009 BENNETT'S LOCK & KEY SHO	64391	00157793	15000537	LOCKS FOR PLT WAREHOUSE	01/31/16	249083	187.35-
BENNETT'S LOCK & KEY SHO							
Sum							187.35-
00009 BONNER ANALYTICAL TESTIN	60061	00158346	15000575	TESTS 19TH AVE/BROOKLANE	01/31/16	249090	53.00-
BONNER ANALYTICAL TESTIN							
Sum							53.00-
00009 C SPIRE WIRELESS (CELLUL	12/23/15-1/2	02016253	15000560	CELL SERV 1/16 W&SO&M	01/31/16	249099	304.45-
C SPIRE WIRELESS (CELLUL							
Sum							304.45-
00009 CARQUEST AUTO PARTS STOR	14758-62956	00157980	15000523	REPR PTS VARI SEWER UNITS	01/31/16	249105	457.87-
00009 CARQUEST AUTO PARTS STOR	14758-55863	00154971	15000548	REPR PTS U#18706 WTR BILLING	01/31/16	249105	107.87-
00009 CARQUEST AUTO PARTS STOR	14758-55838	00155010	15000549	REPR PTS U#11519 WTR BILLING	01/31/16	249105	150.14-
00009 CARQUEST AUTO PARTS STOR	14758-55840	00155012	15000550	REPR PTS U#18705 WTR BILLING	01/31/16	249105	365.44-
00009 CARQUEST AUTO PARTS STOR	14758-56422	00155247	15000553	HAND TOOLS VARI SEWER UNITS	01/31/16	249105	632.47-
00009 CARQUEST AUTO PARTS STOR	14758-59778	00156666	15000561	REPR PTS U#14712 TRANS	01/31/16	249105	20.88-
CARQUEST AUTO PARTS STOR							
Sum							1,734.67-
00009 CERTIFIED LABORATORIES	2172659	00157794	15000522	CHEMICALS SEWER DEPT	01/31/16	249107	20,084.10-
00009 CERTIFIED LABORATORIES	2178118	00157979	15000540	CHEMICALS LAGOONS	01/31/16	249107	11,038.00-
CERTIFIED LABORATORIES							
Sum							31,122.10-
00009 CHAIN ELECTRIC COMPANY	600180	00157044	15000542	REPRS TIMBERTON LIFT STA	01/31/16	249108	1,040.67-
CHAIN ELECTRIC COMPANY							
Sum							1,040.67-

00009 CITY OF HATTIESBURG FUND	TRF 2ND 1/16	02016247	15000513	TRF 2ND 1/16 PAYROLL	01/20/16	21917	113,529.87-
CITY OF HATTIESBURG FUND							
Sum							113,529.87-
00009 COBURN'S SUPPLY CO INC	608570752	00157539	15000514	HAND TOOLS TRANS DEPT	01/31/16	249110	2,174.16-
00009 COBURN'S SUPPLY CO INC	608618529	00157905	15000515	PAINT SUPP TRANS DEPT	01/31/16	249110	159.84-
COBURN'S SUPPLY CO INC							
Sum							2,334.00-
00009 D P C ENTERPRISES LP	212000034-16	00157782	15000517	CHEMICALS PLT #1	01/31/16	249119	1,143.00-
00009 D P C ENTERPRISES LP	212000035-16	00157782	15000518	CHEMICALS PLT #2	01/31/16	249119	1,143.00-
00009 D P C ENTERPRISES LP	212000090-16	00157926	15000535	CHEMICALS FORREST GEN TANK	01/31/16	249119	367.98-
00009 D P C ENTERPRISES LP	212000091-16	00157926	15000536	CHEMICALS WESLEY TANK	01/31/16	249119	919.95-
00009 D P C ENTERPRISES LP	212000145-16	00158076	15000576	CHEMICALS NORTH LAGOON	01/31/16	249119	2,160.00-
00009 D P C ENTERPRISES LP	212000149-16	00158077	15000577	CHEMICALS LAGOONS	01/31/16	249119	2,160.00-
D P C ENTERPRISES LP							
Sum							7,893.93-
00009 GARNER LUMLEY ELECTRIC S	520812	00158211	15000565	ELEC SUPP WTR PLANTS	01/31/16	249141	194.53-
00009 GARNER LUMLEY ELECTRIC S	520811	00158221	15000566	ELEC SUPP WTR PLANTS	01/31/16	249141	209.40-
00009 GARNER LUMLEY ELECTRIC S	520274	00157798	15000567	ELEC SUPP LAGOONS	01/31/16	249141	492.00-
00009 GARNER LUMLEY ELECTRIC S	520931	00158287	15000568	ELEC SUPP BURKETT LIFT STA	01/31/16	249141	153.12-
GARNER LUMLEY ELECTRIC S							
Sum							1,049.05-
00009 GREEN, JEFFERY	TRAV ADVANCE	00158107	15000519	TRAV ADV WASTEWTR COLL TRNG	01/31/16	249147	625.00-
GREEN, JEFFERY							
Sum							625.00-
00009 HACH COMPANY	9748851(A)	00158027	15000570	CHEMICALS WATER PLANT	01/31/16	249152	515.25-
00009 HACH COMPANY	9750134	00158027	15000571	CHEMICALS WATER PLANT	01/31/16	249152	597.45-
00009 HACH COMPANY	9748851 FRT	00158247	15000572	FRT CHG PO#158027	01/31/16	249152	66.39-
HACH COMPANY							
Sum							1,179.09-
00009 L & A CONTRACTING CO	483-047	00158165	15000543	AERATOR MNT 1/4-15/16 LAGNS	01/31/16	249178	25,720.00-
L & A CONTRACTING CO							
Sum							25,720.00-
00009 LANCASTER'S MACHINE & WE	22525	00158016	15000532	HAND TOOLS WTR SERVICE MEN	01/31/16	249179	430.00-
LANCASTER'S MACHINE & WE							
Sum							430.00-
00009 MS DEPARTMENT OF ENVIRON	MS-GW-16286	00158119	15000530	PERMIT RNWL WTR PLT	01/31/16	249199	10.00-
00009 MS DEPARTMENT OF ENVIRON	MS-GW-16298	00158120	15000531	PERMIT RNWL WTR PLT	01/31/16	249200	10.00-
MS DEPARTMENT OF ENVIRON							
Sum							20.00-

00009 MS POWER COMPANY	1/16 W&SO&M	00020168	15000556	MNTHLY ELEC-W&SO&M	01/31/16	249202	97,358.38-
MS POWER COMPANY							
Sum							97,358.38-
00009 MS RURAL WATER ASSN	REG GREEN 2/	00158082	15000525	REG GREEN WASTEWTR COLL TRNG	01/31/16	249203	200.00-
00009 MS RURAL WATER ASSN	TEST FEE GRE	00158082	15000526	TEST FEE GREEN	01/31/16	249203	35.00-
00009 MS RURAL WATER ASSN	TEST FEE MIL	00158082	15000527	TEST FEE MILES	01/31/16	249203	35.00-
00009 MS RURAL WATER ASSN	TEST FEE CAL	00158082	15000528	TEST FEE CALCOTE	01/31/16	249203	35.00-
00009 MS RURAL WATER ASSN	10323 FRIERS	00158325	15000573	2016/2017 DUES FRIERSON	01/31/16	249203	475.00-
MS RURAL WATER ASSN							
Sum							780.00-
00009 NORTH LAMAR WATER ASSN	SEWER BILLIN	00158187	15000534	SEWER BILLING 12/15	01/31/16	249211	136.00-
NORTH LAMAR WATER ASSN							
Sum							136.00-
00009 OFFICE DEPOT INC	1796954326	00152650	15000562	OFFICE SUPP PLANT DIRECTOR	01/31/16	249212	945.55-
00009 OFFICE DEPOT INC	1878306703	00157477	15000563	PRINTER SUPP PLANTS	01/31/16	249212	160.22-
00009 OFFICE DEPOT INC	1880853961	00157477	15000564	PRINTER SUPP PLANTS	01/31/16	249212	22.63-
OFFICE DEPOT INC							
Sum							1,128.40-
00009 PEARL RIVER VALLEY EPA (	1/16 W&SO&M	00020168	15000557	MNTHLY 1/16 PUBLIC SERVICES	01/31/16	249216	7,584.76-
PEARL RIVER VALLEY EPA (							
Sum							7,584.76-
00009 PINE BELT FORD INC (SEE	6005270(A)	00156573	15000538	REPRS U#11060 SEWER	01/31/16	249221	1,085.28-
00009 PINE BELT FORD INC (SEE	6005270(B)	00156747	15000539	REPRS U#11060 SEWER	01/31/16	249221	1,096.43-
PINE BELT FORD INC (SEE							
Sum							2,181.71-
00009 PRECISION ARMATURE SERVI	6839	00158153	15000552	PUMP REPR WESLEY PLANT	01/31/16	249227	2,229.12-
PRECISION ARMATURE SERVI							
Sum							2,229.12-
00009 RJM MCQUEEN CONTRACTING	989 & 990		15000544	LAKEVIEW &31ST, J ED TURNER	01/22/16	21918	8,734.45-
00009 RJM MCQUEEN CONTRACTING	995	00158055	15000524	VACUUM TRUCKS 10/15 PUMPING	01/31/16	249238	19,496.85-
00009 RJM MCQUEEN CONTRACTING	1004	00158263	15000555	SEWER REPR EAGLE WALK/W 4TH	01/31/16	249238	14,121.80-
RJM MCQUEEN CONTRACTING							
Sum							42,353.10-
00009 SCOGGINS PUMP REPAIR	9959	00156335	15000521	PUMP REPR RICHBURG HILL	01/31/16	249244	4,638.00-
00009 SCOGGINS PUMP REPAIR	10046	00157886	15000529	REBUILD LAGOON PUMP	01/31/16	249244	1,351.00-
00009 SCOGGINS PUMP REPAIR	9978	00156580	15000578	REPRS RAILROAD LIFT STA	01/31/16	249244	3,571.00-
00009 SCOGGINS PUMP REPAIR	10047	00157888	15000579	REBUILD PUMP LAGOONS	01/31/16	249244	970.00-
SCOGGINS PUMP REPAIR							
Sum							10,530.00-

00009 SOUTHERN GAS & SUPPLY OF	32424046	00156331	15000554	OPER MATLS LAGOONS	01/31/16	249251	202.00-
SOUTHERN GAS & SUPPLY OF							
Sum							202.00-
00009 SOUTHERN PINE ELECTRIC P	1/16 W&SO&M	00020168	15000558	MNTHLY 1/16 PUBLIC SERVICES	01/31/16	249252	1,069.49-
SOUTHERN PINE ELECTRIC P							
Sum							1,069.49-
00009 SOUTHERN TIRE MART #9 (M	9006378	00158093	15000516	TIRE U#16105 TRANS DEPT	01/31/16	249254	116.87-
00009 SOUTHERN TIRE MART #9 (M	9006380	00158090	15000541	TIRE U#19778 LAGOON	01/31/16	249254	134.84-
SOUTHERN TIRE MART #9 (M							
Sum							251.71-
00009 SOUTHERN TIRE MART LLC	9006094	00157748	15000574	TIRE U#19356 WTR BILLING	01/31/16	249255	145.39-
SOUTHERN TIRE MART LLC							
Sum							145.39-
00009 SPEEDY PRINTING & SIGNS	21806	00158041	15000546	RECEIPT PAPER WTR BILLING	01/31/16	249256	687.75-
SPEEDY PRINTING & SIGNS							
Sum							687.75-
00009 STANDARD OFFICE SUPPLY C	0059221-001	00158064	15000547	OFFICE SUPP WTR BILLING	01/31/16	249258	245.82-
STANDARD OFFICE SUPPLY C							
Sum							245.82-
00009 THE SPECTRUM GROUP INC	6717	00156978	15000569	REPR VIDEOGRAPHIC RECORDER	01/31/16	249264	518.19-
THE SPECTRUM GROUP INC							
Sum							518.19-
00009 U S POSTMASTER-POSTAGE (	PERMIT #213	00158226	15000551	WTR BILLING POSTAGE PERMIT	01/31/16	249272	10,000.00-
U S POSTMASTER-POSTAGE (							
Sum							10,000.00-
00009 WILLMUT GAS & OIL COMPAN	1/16 W&SO&M	00020168	15000559	MNTHLY GAS-W&SO&M	01/31/16	249292	54.18-
WILLMUT GAS & OIL COMPAN							
Sum							54.18-
Sum							365,704.18-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JANUARY 31, 2016

Date - 01/28/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 BISWAS, MITHUN K	METER DEP RF	02016243	15000261	METER DEP RFD	01/31/16	249086	48.32-
BISWAS, MITHUN K							
Sum							48.32-
00011 BOURNE, CASEY	METER DEP RF	02016243	15000262	METER DEP RFD	01/31/16	249091	31.32-
BOURNE, CASEY							
Sum							31.32-
00011 BROWN, RONALD K	METER DEP RF	02016243	15000257	METER DEP RFD	01/31/16	249096	48.32-
BROWN, RONALD K							
Sum							48.32-
00011 COOPER, ASHLEY	METER DEP RF	02016243	15000265	METER DEP RFD	01/31/16	249115	31.32-
COOPER, ASHLEY							
Sum							31.32-
00011 FLEMISTER, FLEM-FLAM A	METER DEP RF	02016243	15000259	METER DEP RFD	01/31/16	249133	75.00-
FLEMISTER, FLEM-FLAM A							
Sum							75.00-
00011 MAA CHEHAR LLC DBA BUDGE	METER DEP RF	02016243	15000260	METER DEP RFD	01/31/16	249186	10.05-
MAA CHEHAR LLC DBA BUDGE							
Sum							10.05-
00011 MAYS, DEIDRA	METER DEP RF	02016243	15000258	METER DEP RFD	01/31/16	249188	31.32-
MAYS, DEIDRA							
Sum							31.32-
00011 MINNIX, JOYCE M	METER DEP RF	02016243	15000263	METER DEP RFD	01/31/16	249194	75.00-
MINNIX, JOYCE M							
Sum							75.00-
00011 PAT'S BAR & GRILL	METER DEP RF	02016243	15000268	METER DEP RFD	01/31/16	249214	44.78-
PAT'S BAR & GRILL							
Sum							44.78-
00011 PERRY, GRETTA	METER DEP RF	02016243	15000266	METER DEP RFD	01/31/16	249218	31.64-
PERRY, GRETTA							
Sum							31.64-
00011 RICHARD HIATT CONSTRUCTI	METER DEP RF	02016243	15000269	METER DEP RFD	01/31/16	249234	7.06-
RICHARD HIATT CONSTRUCTI							
Sum							7.06-

00011 RIGNEY, ANGELA D	METER DEP RF 02016243 15000267 METER DEP RFD		01/31/16	249236	75.00-
RIGNEY, ANGELA D					
Sum					75.00-
00011 TANNER, BARBARA	METER DEP RF 02016243 15000264 METER DEP RFD		01/31/16	249261	75.00-
TANNER, BARBARA					
Sum					75.00-
00011 THE PANTRY #3845	METER DEP RF 02016243 15000256 METER DEP RFD		01/31/16	249263	40.00-
THE PANTRY #3845					
Sum					40.00-
00011 THOMAS, JOSHUA	METER DEP RF 02016243 15000270 METER DEP RFD		01/31/16	249266	31.32-
THOMAS, JOSHUA					
Sum					31.32-
00011 VICKERS ESTATES	METER DEP RF 02016243 15000271 METER DEP RFD		01/31/16	249279	75.00-
VICKERS ESTATES					
Sum					75.00-
Sum					730.45-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JANUARY 31, 2016

Date - 01/28/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
TAX COLLECTOR'S FUND							
00027 H'BURG PUBLIC SCHOOLS	1/16 MILLAGE	02016250	15000034	1/16 MILLAGE DIST 2/16	01/22/16	310804	2,753,905.57-
00027 H'BURG PUBLIC SCHOOLS	1/16 MILLAGE	02016250	15000035	1/16 MILLAGE DIST 2/16	01/22/16	310805	362,632.00-
H'BURG PUBLIC SCHOOLS							
Sum							3,116,537.57-
Sum							3,116,537.57-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JANUARY 31, 2016

Date - 01/28/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
AIRPORT IMPROVEMENT FUND							
00039 SOUTHERN EARTH SCIENCES	51509066D	00158188	15000019	SRV 2015 AIRPORT IMPRVMNTS	01/31/16	249249	1,815.00-
SOUTHERN EARTH SCIENCES							
Sum							1,815.00-
Sum							1,815.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JANUARY 31, 2016

Date - 01/28/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MUNICIPAL ROAD & BRIDGE							
00072 JET CONSTRUCTION	EST#2 LLT PH	00158199	15000041	CONSTR GATEWAY TO MAIN	01/31/16	249168	307,684.34-
JET CONSTRUCTION							
Sum							307,684.34-
00072 RJM MCQUEEN CONTRACTING	APPL #3	00158274	15000042	LANDSCAPE/PED IMPROVEMENTS	01/31/16	249238	20,782.33-
RJM MCQUEEN CONTRACTING							
Sum							20,782.33-
Sum							328,466.67-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JANUARY 31, 2016

Date - 01/28/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 ADVANCED JANITORIAL SERV	100741 MASS	00158238	15000182	SERV 1/16 MASS TRANSIT/DEPOT	01/31/16	249064	345.00-
ADVANCED JANITORIAL SERV							
Sum							345.00-
00073 C SPIRE WIRELESS (CELLUL	12/23/15-1/2	02016253	15000196	CELL SERV 1/16 MASS TRANSIT	01/31/16	249099	106.23-
C SPIRE WIRELESS (CELLUL							
Sum							106.23-
00073 CARQUEST AUTO PARTS STOR	14758-61029	00157154	15000199	REPR PTS U#19535 BUS	01/31/16	249105	966.76-
CARQUEST AUTO PARTS STOR							
Sum							966.76-
00073 CITY OF HATTIESBURG FUND	TRF 2ND 1/16	02016247	15000176	TRF 2ND 1/16 PAYROLL	01/20/16	110529	29,505.22-
CITY OF HATTIESBURG FUND							
Sum							29,505.22-
00073 DOSSETT PONTIAC CADILLAC	34002	00158075	15000197	REPR PTS U#16760 BUS	01/31/16	249123	64.95-
DOSSETT PONTIAC CADILLAC							
Sum							64.95-
00073 EMPIRE TRUCK SALES (H'BU	CE006105799:	00157868	15000179	REPR PTS U#16234/16235 BUSES	01/31/16	249127	453.27-
EMPIRE TRUCK SALES (H'BU							
Sum							453.27-
00073 G & K SERVICES	1035671458	00158257	15000183	UNIFORMS 12/07 MECHANICS	01/31/16	249140	11.70-
00073 G & K SERVICES	1035673660	00158257	15000184	UNIFORMS 12/14 MECHANICS	01/31/16	249140	11.70-
00073 G & K SERVICES	1035675937	00158257	15000185	UNIFORMS 12/21 MECHANICS	01/31/16	249140	11.70-
00073 G & K SERVICES	1035678197	00158257	15000186	UNIFORMS 12/28 MECHANICS	01/31/16	249140	11.70-
00073 G & K SERVICES	1035671459	00158259	15000187	UNIFORMS 12/07 DRIVERS	01/31/16	249140	41.12-
00073 G & K SERVICES	1035673661	00158259	15000188	UNIFORMS 12/14 DRIVERS	01/31/16	249140	41.12-
00073 G & K SERVICES	1035675938	00158259	15000189	UNIFORMS 12/21 DRIVERS	01/31/16	249140	41.12-
00073 G & K SERVICES	1035678198	00158259	15000190	UNIFORMS 12/28 DRIVERS	01/31/16	249140	41.12-
00073 G & K SERVICES	1035671416	00158256	15000191	MATS 12/07	01/31/16	249140	5.10-
00073 G & K SERVICES	1035673619	00158256	15000192	MATS 12/14	01/31/16	249140	5.10-
00073 G & K SERVICES	1035675895	00158256	15000193	MATS 12/21	01/31/16	249140	5.10-
00073 G & K SERVICES	1035678156	00158256	15000194	MATS 12/28	01/31/16	249140	5.10-
G & K SERVICES							
Sum							231.68-
00073 GILLILANDS ELECTRONICS S	59946	00156244	15000200	TELEPHONE PRINTER REPR	01/31/16	249143	75.00-
00073 GILLILANDS ELECTRONICS S	60611	00156271	15000201	COMPUTER LINES	01/31/16	249143	189.97-
GILLILANDS ELECTRONICS S							
Sum							264.97-
00073 JERRY'S AUTOMOTIVE REPAI	17347	00157923	15000177	REPRS U#16761 BUS	01/31/16	249167	650.90-

JERRY'S AUTOMOTIVE REPAI	
Sum	650.90-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JANUARY 31, 2016

Date - 01/28/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00073 MOBILITY SYSTEMS INC	5758	00157889	15000178	REPR FOUR WHEELCHAIR LIFTS	01/31/16	249196	170.00-
MOBILITY SYSTEMS INC							
Sum							170.00-
00073 MS POWER COMPANY	1/16 M TRANS	00020168	15000195	MNTHLY ELEC-MASS TRANSIT	01/31/16	249202	1,622.37-
MS POWER COMPANY							
Sum							1,622.37-
00073 PATTERSON AUTO ELECTRIC	18530 PO#157	00157663	15000181	REPRS U#16759 BUS	01/31/16	249215	551.20-
PATTERSON AUTO ELECTRIC							
Sum							551.20-
00073 VERIZON WIRELESS	9758596882	00158198	15000180	PARATRANSIT GPS 1/11-2/10/16	01/31/16	249278	200.07-
VERIZON WIRELESS							
Sum							200.07-
00073 WATERS INTERNATIONAL TRU	08P806773	00158129	15000198	REPR PTS U#18573 BUS	01/31/16	249287	316.83-
00073 WATERS INTERNATIONAL TRU	08P807029	00158284	15000202	REPR PTS U#16761 BUS	01/31/16	249287	222.86-
WATERS INTERNATIONAL TRU							
Sum							539.69-
Sum							35,672.31-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JANUARY 31, 2016

Date - 01/28/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER&SEWER CONSTRUCTION FUND							
00075 MS DEPARTMENT OF ENVIRON	6034-11	00158141	15000023	PENALTY DUE 11/1/15-12/31/15	01/19/16	310800	91,500.00-
MS DEPARTMENT OF ENVIRON							
Sum							91,500.00-
Sum							91,500.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
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Date - 01/28/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 BROWN, LAURA NICOLE (REF	CULTURAL CEN	02016251	15000158	DAMAGE DEPOSIT REFUND	01/31/16	249095	250.00-
BROWN, LAURA NICOLE (REF							
Sum							250.00-
00077 C SPIRE WIRELESS (CELLUL	12/23/15-1/2	02016253	15000161	CELL SERV 1/16 COMM CNTRS	01/31/16	249099	49.64-
C SPIRE WIRELESS (CELLUL							
Sum							49.64-
00077 CITY OF HATTIESBURG FUND	TRF 2ND 1/16	02016247	15000148	TRF 2ND 1/16 PAYROLL	01/20/16	310801	22,258.72-
CITY OF HATTIESBURG FUND							
Sum							22,258.72-
00077 CROWE, TANYA (REFUNDS)	SIGLER CENTE	02016251	15000157	DAMAGE DEPOSIT REFUND	01/31/16	249118	100.00-
CROWE, TANYA (REFUNDS)							
Sum							100.00-
00077 ENDOM TRAILERS	R50677	00157133	15000152	STORAGE CONTAINER SHERRILL CTR	01/31/16	249128	125.00-
ENDOM TRAILERS							
Sum							125.00-
00077 HUGHES SUPPLY	S146990523.0	00157963	15000149	RPLCMNT TOILET CULTURAL CNTR	01/31/16	249160	34.88-
HUGHES SUPPLY							
Sum							34.88-
00077 MCQUAGGE PRODUCTIONS	1005	00157967	15000163	SOUND SYS SPEAKER REPR SHERRL	01/31/16	249192	275.00-
00077 MCQUAGGE PRODUCTIONS	1004	00157967	15000164	SOUND SYS REPR CULTURAL CNTR	01/31/16	249192	225.00-
MCQUAGGE PRODUCTIONS							
Sum							500.00-
00077 MID SOUTH GLASS INC	0042193	00157274	15000150	FRONT DOOR LOCK REPR SIGLER	01/31/16	249193	97.00-
MID SOUTH GLASS INC							
Sum							97.00-
00077 MS POWER COMPANY	1/16 COMM CN	00020168	15000159	MNTHLY ELEC-COMM CNTRS	01/31/16	249202	2,668.29-
MS POWER COMPANY							
Sum							2,668.29-
00077 NEEL-SCHAFFER INC	1033925-15-1	00152766	15000151	SERVS SHERRILL FOUNDATION REPR	01/31/16	249208	1,473.92-
NEEL-SCHAFFER INC							
Sum							1,473.92-
00077 TATUS, CICELY (REFUNDS)	CE ROY CENTE	02016251	15000156	DAMAGE DEPOSIT REFUND	01/31/16	249262	100.00-
TATUS, CICELY (REFUNDS)							
Sum							100.00-

00077	TYCO INTEGRATED SECURITY 25739564	00158326	15000162	ALARM 2/16-4/16 CULTURAL CNTR		01/31/16	249269	340.91-
TYCO INTEGRATED SECURITY								
Sum								340.91-
00077	WEIDMAN, TERRIETTE (REFU CE ROY CENTE	02016251	15000153	DAMAGE DEPOSIT REFUND		01/31/16	249288	150.00-
WEIDMAN, TERRIETTE (REFU								
Sum								150.00-
00077	WILLMUT GAS & OIL COMPAN 1/16 COMM CN	00020168	15000160	MNTHLY GAS-COMM CNTRS		01/31/16	249292	345.30-
WILLMUT GAS & OIL COMPAN								
Sum								345.30-
00077	WYATT, KATHLEEN (REFUNDS CULTURAL CEN	02016251	15000154	DAMAGE DEPOSIT REFUND		01/31/16	249293	50.00-
00077	WYATT, KATHLEEN (REFUNDS CULTURAL CEN	02016251	15000155	DAMAGE DEPOSIT REFUND		01/31/16	249293	250.00-
WYATT, KATHLEEN (REFUNDS								
Sum								300.00-
Sum								28,793.66-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JANUARY 31, 2016

Date - 01/28/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT							
00082 C SPIRE WIRELESS (CELLUL	12/23/15-1/2	02016253	15000057	CELL SERV 1/16 CDBG	01/31/16	249099	32.77-
C SPIRE WIRELESS (CELLUL							
Sum							32.77-
00082 CITY OF HATTIESBURG FUND	TRF 2ND 1/16	02016247	15000056	TRF 2ND 1/16 PAYROLL	01/20/16	310802	9,021.19-
CITY OF HATTIESBURG FUND							
Sum							9,021.19-
Sum							9,053.96-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JANUARY 31, 2016

Date - 01/28/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
TIF CONSTRUCTION							
00091 AMOS, ANNIE L. LAW OFFIC	12/30/15	00158251	15000004	CITY COUNSEL FEES	01/22/16	110537	7,000.00-
AMOS, ANNIE L. LAW OFFIC							
Sum							7,000.00-
00091 BUTLER,SNOW,O'MARA,STEVE	12/30/15	00158242	15000001	BOND COUNSEL FEES	01/22/16	110534	85,716.20-
BUTLER,SNOW,O'MARA,STEVE							
Sum							85,716.20-
00091 FIRST NATIONAL BANK OF C	12/30/15	00158250	15000003	BOND ACCEPTANCE FEE	01/22/16	110536	1,000.00-
FIRST NATIONAL BANK OF C							
Sum							1,000.00-
00091 GOVERNMENT CONSULTANTS I	12/30/15	00158245	15000002	MUNICIPAL BOND ADVISORY SERV	01/22/16	110535	33,558.80-
GOVERNMENT CONSULTANTS I							
Sum							33,558.80-
00091 MS STATE BOND ATTORNEY	2015-176	00158252	15000005	VALIDATION FEES	01/22/16	110538	725.00-
MS STATE BOND ATTORNEY							
Sum							725.00-
Sum							128,000.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JANUARY 31, 2016

Date - 01/28/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
SPECIAL SALES TAX-T&A							
00107 H'BURG CONVENTION COMMIS	FOOD/BEVERAG	02016246	15000008	FOOD/BEVERAGE TAX 12/15	01/21/16	110531	385,468.15-
H'BURG CONVENTION COMMIS							
Sum							385,468.15-
00107 H'BURG TOURISM COMMISSIO	MOTEL SALES	02016245	15000007	MOTEL SALES TAX 12/15	01/21/16	110530	51,202.64-
H'BURG TOURISM COMMISSIO							
Sum							51,202.64-
Sum							436,670.79-
Grand Total Level							
Sum							6,728,317.39-

City of Hattiesburg, MS

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

Meeting Agenda - Final

Tuesday, February 2, 2016

5:00 PM

Council Chambers

City Council - Amendments to the Agenda

Add Policy Agenda Items VI. - 18 and VI. - 19 at the request of the Administration as follows:

VI. - 18 2016-2448 Acknowledge receipt of Agreed Order of Dismissal of City of Petal v. City of Hattiesburg, et. al., in Forrest County Chancery Court and ratify executed contract with City of Petal for Treatment of Sewer, from January 1, 2016 until December 31, 2025, and renewable thereafter as specified.

Attachments: Petal v. Hattiesburg Order of Dismissal, Sewer Treatment Contract, 2016

VI. - 19 2016-2447 Acknowledge receipt of letter from the Mississippi Department of Revenue, ordering the City of Hattiesburg hours for sale of alcohol be amended to allow for the sale of alcohol on Sundays from 11:00a.m. to 12:00a.m. the following morning, subject to all other restrictions set forth in the Mississippi Code and Mississippi Administrative Code. Notwithstanding this amendment, the sale of alcohol by package stores on Sundays shall remain prohibited.

Attachments: MDOR Letter

And, Amend Routine Agenda Item VII. - 9 at the request of the Administration as follows:

VII. - 9 2016-2439 Approve the City's purchase of two (2) grave spaces located in the Southwest Quarter (SW1/4) Lot 6 Section 18, of Highland Cemetery, in the amount of $350.00 to Peggy Findley; authorize manual check for the same.

Attachments: Findley- Supporting Documents

City of Hattiesburg, MS

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

Master

File Number: 2016-2448

File ID: 2016-2448 **Type:** Regular Agenda Item **Status:** Approved

Version: 1 **Reference:** **In Control:** City Council

File Created: 02/02/2016

Brief Title: Agreed Order, Sewer Treatment Contract with City of Petal **Final Action:** 02/02/2016

Minute Book Number: MB2016-34

Title:

Acknowledge receipt of Agreed Order of Dismissal of City of Petal v. City of Hattiesburg, et. al., in Forrest County Chancery Court and ratify executed contract with City of Petal for Treatment of Sewer, from January 1, 2016 until December 31, 2025, and renewable thereafter as specified.

Notes:

Sponsors: **Enactment Date:**

Attachments: Petal v. Hattiesburg Order of Dismissal, Sewer Treatment Contract, 2016 **Enactment Number:**

Contact: **Meeting Date:** 02/02/2016

Drafter: Debbie Bernardo **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	02/02/2016					
1	City Council	02/02/2016	Acknowledge				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Acknowledge receipt of Agreed Order of Dismissal of City of Petal v. City of Hattiesburg, et. al., in Forrest County Chancery Court and ratify executed contract with City of Petal for Treatment of Sewer, from January 1, 2016 until December 31, 2025, and renewable thereafter as specified.

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

ΓEL-No Vote: 0

Text of Legislative File 2016-2448

Title

Acknowledge receipt of Agreed Order of Dismissal of City of Petal v. City of Hattiesburg, et. al., in Forrest County Chancery Court and ratify executed contract with City of Petal for Treatment of Sewer, from January 1, 2016 until December 31, 2025, and renewable thereafter as specified.

Summary

Agreed Order, Sewer Treatment Contract with City of Petal

Budget Information

Expenditure Type

Purchasing Item

Publication Information

IN THE CHANCERY COURT OF FORREST COUNTY, MISSISSIPPI

CITY OF PETAL, MISSISSIPPI — PLAINTIFF

VS. — CIV. ACT. NO.: 13-0489-GN-B

CITY OF HATTIESBURG, ET AL., — DEFENDANTS

FILED

JAN 29 2016

Jimmy C. Howard
Chancery Clerk

AGREED ORDER OF DISMISSAL

THIS CAUSE is before the Court pursuant to the *Ore Tenus* Motion of Plaintiff CITY OF PETAL, MISSISSIPPI, and the Defendant, CITY OF HATTIESBURG, MISSISSIPPI, for the dismissal of the Plaintiff's claims against the Defendant, CITY OF HATTIESBURG, with prejudice. The Court, having fully considered said Motion, and otherwise being fully advised in the premises, finds that the Motion is well-taken and should be granted.

IT IS, THEREFORE, ORDERED that the Complaint, all amendments thereto, and all claims and causes of actions encompassed by the Complaint, and amendments thereto, including all claims or causes of action which were, or might have been, asserted by Plaintiff CITY OF PETAL, MISSISSIPPI against the Defendant, CITY OF HATTIESBURG, shall be and the same are hereby dismissed with prejudice, with each party to bear their own costs of the Court.

IT IS FURTHER ORDERED that all counter claims and defenses which could have been asserted by the CITY OF HATTIESBURG against the CITY OF PETAL, MISSISSIPPI, including claims for payment for the treatment of wastewater accruing on or before December 31, 2015, shall be and the same are hereby dismissed with prejudice, with each party to bear their own costs of the Court.

IT IS FURTHER ORDERED that this Court shall retain jurisdiction over this case for the purposes of implementing, interpreting and/or enforcing the contract between the parties attached hereto as Exhibit 1, including resolving any disputes between the parties arising from said

Contract.

SO ORDERED, this the 29th day of January, 2016.

CHANCELLOR

APPROVED AND AGREED:

Thomas W. Tyner
Rocky W. Eaton
Counsel for Plaintiff

Jerry L. Mills
John P. Scanlon
Counsel for Defendant

AGREEMENT for SEWER TREATMENT

THIS AGREEMENT, entered into on the day and date hereinafter provided by and between the CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation hereinafter referred to as "HATTIESBURG" and the CITY OF PETAL, MISSISSIPPI, a municipal corporation, hereinafter referred to as "PETAL" for the purpose of setting forth the terms, conditions and covenants under and consistent with which HATTIESBURG will receive wastewater flow from PETAL into its wastewater treatment facility, at its South Lagoon, and to provide for payment of HATTIESBURG'S treatment charges.

ARTICLE I

Definitions

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

(a) "*Domestic Wastewater*" means liquid and water-carried waste discharge from sanitary conveniences of dwellings, business buildings, institutions and the like, as distinct from wastes in industrial waste.

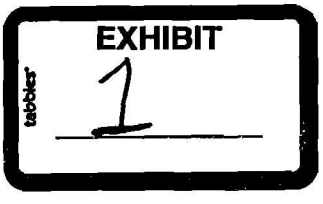
(b) "*Fiscal Year*" means the twelve (12) month period beginning October 1 of each year.

(c) "*Hattiesburg*' means the City of Hattiesburg, Mississippi, a municipal corporation.

(d) "*Industrial Waste*" means the liquid and water borne wastes from industrial processes as distinct from wastes in domestic wastewater.

(e) "*Month*" means calendar month.

(f) "*Operation and Maintenance Expense*" means the current expenses paid or accrued in the operation, maintenance and ordinary repair of the wastewater treatment facilities of Hattiesburg (including ,but not limited to the North and South lagoons) and shall include, without limitation the generality of the foregoing, capital expenditures, insurance premiums and administrative expenses of Hattiesburg and such other reasonable and necessary current expenses relating solely to the wastewater treatment facilities (including ,but not limited to the North and South lagoons), including costs of debt service and associated reserve accounts related to the wastewater treatment facilities, as shall be in accordance with sound accounting practices, but shall not include any allowance for depreciation.



(g) "*Person*" means and includes the State of Mississippi, a public agency as defined herein, or any municipal entity, town or political subdivision of governmental agency of the State of Mississippi or of the United States of America, or any individual, co-partnership, association, firm, trust, State or any other entity whatsoever.

(h) "*Petal* " means the City of Petal, Mississippi, a municipal corporation.

(i) "*Point of Entry*" means the point at which wastewater enters Hattiesburg's wastewater treatment facilities (the North and South lagoons).

(j) "*Proportionate Share*" means that percentage of cost attributed to Petal based on the flow of influent into the South Lagoon as compared with the total amount of influent from all sources contributed to Hattiesburg's wastewater treatment facilities (including, but not limited to the North and South lagoons), and that percentage of cost attributed to Petal based on the percentage of biological loading attributed to Petal as Section 4.02, below.

(k) "*Wastewater*" means domestic wastewater and industrial waste, together with such infiltration that may be present.

(l) "*Wastewater Treatment Facility*" (when used in the singular form only) means the facility of Hattiesburg for treatment and disposal of wastewater, situated in Forrest County, Mississippi, as such facility now exists and as it may be hereinafter improved and/or expanded by Hattiesburg and commonly referred to as the "South Lagoon".

ARTICLE II

Discharge of Wastewater, Title and Metering

Section 2.01. DISCHARGE. Petal shall have the right to discharge wastewater into Hattiesburg's wastewater treatment facility.

Section 2.02. POINT OF ENTRY. Petal shall discharge its wastewater through point or points of entry designated by Hattiesburg or at such additional points of entry as may be mutually agreed to by Hattiesburg and Petal.

Section 2.03. CONVEYANCE TO POINT OF ENTRY. It shall be the sole responsibility of Petal, including any liability incurred in connection therewith, to convey such wastewater to the point of entry through Petal's disposal system to Hattiesburg's wastewater treatment facility. Petal further agrees and covenants at its own expense to conduct and/or maintain its system up to the point of entry.

Section 2.04. TITLE TO WASTEWATER AND RESPONSIBILITY THEREFORE. Title to wastewater discharged hereunder shall remain in Petal to point of entry, and upon passing through point of entry, title thereto and all effluent therefrom shall pass to Hattiesburg. As between the parties, each party hereto agrees to save and hold the other party harmless from all claims, demands, and causes of action which may be asserted by any person on account of the reception, transportation, delivery and disposal while title remains in such party. Provided, however, that any charge against Hattiesburg resulting from the operation of Petal's sewer disposal system shall be deemed an expense of and charged to Petal, regardless of whether title to the wastewater giving rise to any such charge against Hattiesburg has vested in Hattiesburg. Petal shall be advised of and have the right to contest any charge made by any charging agency.

This covenant is not made for the benefit of any third party. Hattiesburg takes responsibility as between the parties hereto for the proper reception and ultimate treatment and disposal of such wastewater received by it from point of entry; provided, however, that the wastewater meets applicable Federal and State standards and restrictions.

Section 2.05. METERING. At each point of entry into Hattiesburg's wastewater treatment facility, or at such point which will allow for measuring all of Petal's wastewater, the necessary equipment and device of standard type for measuring properly all of Petal's wastewater shall be installed, operated and maintained by Petal. Such meters and other equipment shall be the property of Petal. Hattiesburg and Petal shall have access to such metering equipment at all reasonable times for inspection and examination, but the reading, calibration and adjustment thereof shall be done by employees or agents of Petal in the presence of a representative of Hattiesburg if requested by Hattiesburg. All reading of meters will be read weekly and entered upon proper books of records maintained by Petal and a copy of each weekly reading will be provided to Hattiesburg. Hattiesburg shall have access to these record books during reasonable business hours. Meters shall be calibrated in accordance with recommendation of the manufacturer of the meters. If, for any reason a meter is out of service or out for repair, or if upon any test, the percentage of accuracy of any meter is found to be ten percent (10%) or more, plus or minus, registration thereof shall be corrected for a period of time extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (½) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months.

Section 2.06. UNIT OF MEASUREMENT. The unit of measurement for wastewater delivery hereunder shall be one thousand (1,000) gallons, U.S. Standard Liquid Measure, or such other lawful unit as Hattiesburg and Petal may determine to be appropriate and applicable.

ARTICLE III.

Comprehensive Sewer Use Provisions

Section 3.01. ADMISSIBLE DISCHARGES. Petal agrees that wastewater discharge from its system into Hattiesburg's wastewater treatment facility shall be of such quality that:

(a) Effluent thereof shall not be in violation of and will fully comply with Chapter 21, Section 24 of Hattiesburg's Code of Ordinances, a copy of which is attached hereto and made a part hereof; and

(b) Effluent thereof meets the then current standards of the State Department of Environmental Quality and the United States Environmental Protection Agency and any other governmental body having legal authority to set standards for such effluent; and

(c) Hattiesburg's wastewater treatment facility is not damaged to the extent to cause unnecessary repairs or replacement or increased operation and maintenance expenses.

Section 3.02. COMPREHENSIVE SEWER USE PROVISIONS. Petal shall adopt, maintain and impose upon its users such rules and regulations as are necessary to insure compliance with Section 3.01 to the same extent as would be imposed by an appropriate Ordinance of Hattiesburg if such user were located within the jurisdiction of Hattiesburg.

Section 3.03. TESTING. Petal shall allow Hattiesburg access to its system at any accessible point for purposed of taking samples of Petal's wastewater for analysis to insure compliance with Article III of this Agreement. The results of such analysis will be made available to Petal at Petal's request.

ARTICLE IV.

Payments and Annual Adjustments

Section 4.01 During the interim period of this Agreement, from January 1, 2016 to September 30, 2016, Petal shall pay to Hattiesburg for the treatment of its wastewater $ 0.90 per thousand gallons, based on actual metered volume and is due and payable to Hattiesburg within fifteen (15) days of receipt of each monthly bill from Hattiesburg.

Section 4.02. In order to calculate the rate Petal shall pay for the treatment of its wastewater beginning October 1, 2016, and subsequently, the parties agree as follows:

(a) At each point of entry into Hattiesburg's wastewater treatment facilities (the North and South lagoons), the necessary equipment and devices of standard type for measuring properly the volume from each source of influent shall be installed, operated and maintained by Hattiesburg, in the event such equipment and devices are not already present. Such meters and other equipment shall be the property of Hattiesburg (except the meter and equipment measuring influent from the City of Petal). Hattiesburg and Petal shall have access to such metering equipment at all reasonable times for inspection and examination, but the reading, calibration and adjustment thereof shall be done by employees or agents of Hattiesburg in the presence of a representative of Petal if requested by Petal. All reading of meters

will be read weekly and entered upon proper books of records maintained by Hattiesburg and a copy of each weekly reading will be provided to Petal. Petal shall have access to these record books during reasonable business hours. Meters shall be calibrated in accordance with recommendation of the manufacturer of the meters. If, for any reason a meter is out of service or out for repair, or if upon any test, the percentage of accuracy of any meter is found to be ten percent (10%) or more, plus or minus, registration thereof shall be corrected for a period of time extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (½) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months.

(b) At each point of entry into Hattiesburg's wastewater treatment facilities (the North and South lagoons), employees or agents of Petal will take daily samples to determine COD levels. The daily COD readings shall be performed by employees or agents of Petal in the presence of a representative of Hattiesburg if requested by Hattiesburg. The daily COD readings will be entered upon proper books of records maintained by Petal and a copy of each said readings will be provided to Hattiesburg. Hattiesburg shall have access to these record books during reasonable business hours. After daily COD readings have been performed for a minimum of one month, the parties may agree among themselves to reduce the COD readings to a less frequent basis, but in no event will COD readings be taken less than once per week.

(c) At each point of entry into Hattiesburg's wastewater treatment facilities (the North and South lagoons), employees or agents of Petal will take samples twice per month to determine BOD levels. The BOD sampling shall be performed by employees or agents of Hattiesburgin the presence of a representative of Petal if requested by Petal. The BOD samples will be transported by employees or agents of Hattiesburg to Bonner Analytical or other testing company as the parties may agree. Bonner Analytical or such other testing company will send the results of each BOD reading to both employees of Petal and Hattiesburg.

(d) On July 1, 2016, all of the weekly influent readings, COD readings and BOD readings from January 1, 2016, to June 30, 2016, will be forwarded to Nancy Depreo of Seymour Engineering to determine the ultimate rate for Petal to pay for the treatment of its wastewater in the fiscal year beginning on October 1, 2016, and ending on September 30, 2017. On July 1, 2016, Hattiesburg will provide Ms. Depreo with its Operation and Maintenance Expenses. Ms. Depreo will use the following agreed upon formula to determine Petal's share of Operation and Maintenance Expenses:

$$\text{Petal's Contribution} = [(TBF \times PTF) + (TBL \times PBL)]$$

TBF= Total Expenditures Based on Flow: Costs not directly affected by biological loading. All costs that are not included in TBL are added here.

PTF= Percentage of Total Flow: This value is calculated using the influent meters at each point of entry into Hattiesburg's wastewater treatment facilities (the North and South lagoons) and determining the percentage of total flow each point of entry contributes.

TBL= Total Expenditures Based on Biological Loading: Costs directly affected by disinfection and discharge of the plant effluent. Costs should include: utility bills for aerators, disinfection chemicals and aerator repairs.

PBL= Percentage of Biological Loading: This value is calculated using COD and BOD readings to determine the biological load of each point of entry and the total yearly load.

Following the calculation of Petal's Contribution using the above formula in this subsection, Ms. Depreo will then calculate the rate to be paid by Petal which shall be the value of Petal's Contribution, divided by the total flow contributed by Petal – metered and recorded in accordance with subsection (a), above – during the same time period over which the formula is evaluated.

(e) On July 1, 2017, all of the weekly influent readings, COD readings and BOD readings from July 1, 2016 to June 30, 2017, will be forwarded to Nancy Depreo of Seymour Engineering to determine the rate for Petal to pay for the treatment of its wastewater in the fiscal year beginning on October 1, 2017 and ending on September 30, 2018. Ms. Depreo will use the same formula found in subsection (d), above, to determine the rate for Petal to pay for the treatment of its wastewater.

Following the calculation of Petal's Contribution using the formula in subsection (d) above, Ms. Depreo will then calculate the rate to be paid by Petal which shall be the value of Petal's Contribution, divided by the total flow contributed by Petal – metered and recorded in accordance with subsection (a), above – during the same time period over which the formula is evaluated.

(f) In all subsequent years during the duration of this contract, the rate to be charged Petal for the treatment of its wastewater shall be determined based on the same formula found in subsection (d), above; the rate will be determined based on accounting records of the City of Hattiesburg concerning the operation of the wastewater treatment facilities (including but not limited to the North and South lagoons), and upon the weekly influent readings, COD readings and BOD readings from July 1, each year to June 30, of the next year (hereafter referred to as "audit year"); and the rate to be paid in the next fiscal year beginning on October 1 of each year will based on accounting records of the City of

Hattiesburg concerning the operation of the wastewater treatment facilities (including but not limited to the North and South lagoons), and upon the weekly influent readings, COD readings and BOD readings of the last audit year.

Following the calculation of Petal's Contribution using the formula in subsection (d) above, Ms. Depreo will then calculate the rate to be paid by Petal which shall be the value of Petal's Contribution, divided by the total flow contributed by Petal – metered and recorded in accordance with subsection (a), above – during the same time period over which the formula is evaluated.

(g) Should Nancy Depreo die, be unable, unwilling or incapable of calculating the rate to be charged Petal for the treatment of its wastewater in the next fiscal year, then the parties shall agree on the person(s) or entity(ies) to calculate the rate to be charged Petal for the treatment of its wastewater in the next fiscal year using the same formula found in subsection (d), above.

ARTICLE V

Effective Date and Term of Agreement

Section 5.01. EFFECTIVE DATE. This Agreement shall become effective as of January 1, 2016 and as of that date this Agreement shall constitute the sole and only Agreement between Hattiesburg and Petal as to the matters contained herein.

Section 5.02. TERM OF AGREEMENT. This Agreement shall be in force and effect from January 1, 2016, for an initial term of ten (10) years, or until December 31, 2025, and then for a renewal term of five (5) years, or until Dec. 31, 2030, and thereafter shall continue in effect from year to year unless either party hereto shall give not less than one (1) year notice in writing to the other that this Agreement shall no longer be in force and effect; however, in no instance shall this Agreement terminate earlier than the end of any fiscal year.

WITNESS THE SIGNATURES of the parties on duplicate originals, on this the 29th day of January, A.D., 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
JOHNNY DUPREE, MAYOR

ATTEST: _____
CITY CLERK

CITY OF PETAL, MISSISSIPPI

BY: _____
HAL MARX, MAYOR

ATTEST: Lynn Campbell
CITY CLERK

THE CITY OF INCORPORATED SEAL APRIL 5 1974 PETAL, MS

City of Hattiesburg, MS

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

Master

File Number: 2016-2447

File ID: 2016-2447 **Type:** Regular Agenda Item **Status:** Approved

Version: 1 **Reference:** **In Control:** City Council

File Created: 02/02/2016

Brief Title: Letter from Ms Department of Revenue ordering the hours of sale of alcohol on Sundays be amended.

Final Action: 02/02/2016

Minute Book Number: MB2016-34

Title:

Acknowledge receipt of letter from the Mississippi Department of Revenue, ordering the City of Hattiesburg hours for sale of alcohol be amended to allow for the sale of alcohol on Sundays from 11:00a.m. to 12:00a.m. the following morning, subject to all other restrictions set forth in the Mississippi Code and Mississippi Administrative Code. Notwithstanding this amendment, the sale of alcohol by package stores on Sundays shall remain prohibited.

Notes:

Sponsors: **Enactment Date:**

Attachments: MDOR Letter **Enactment Number:**

Contact: **Meeting Date:**

Drafter: Kermas Eaton **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	02/02/2016					
1	City Council	02/02/2016	Acknowledge				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Acknowledge receipt of letter from the Mississippi Department of Revenue, ordering the City of Hattiesburg hours for sale of alcohol be amended to allow for the sale of alcohol on Sundays from 11:00a.m. to 12:00a.m. the following morning, subject to all other restrictions set forth in the Mississippi Code and Mississippi Administrative Code. Notwithstanding this amendment, the sale of alcohol by package stores on Sundays shall remain prohibited.

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
ΓEL-No Vote:	0	

Text of Legislative File 2016-2447

Title

Acknowledge receipt of letter from the Mississippi Department of Revenue, ordering the City of Hattiesburg hours for sale of alcohol be amended to allow for the sale of alcohol on Sundays from 11:00a.m. to 12:00a.m. the following morning, subject to all other restrictions set forth in the Mississippi Code and Mississippi Administrative Code. Notwithstanding this amendment, the sale of alcohol by package stores on Sundays shall remain prohibited.

Summary

Letter of approval form MDOR-Amending hours of sale for alcohol on Sundays.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

IN THE MATTER OF THE CITY OF HATTIESBURG'S REQUEST TO AMEND HOURS

ORDER

The City of Hattiesburg issued a petition on November 23, 2015 and ordinance on November 17, 2015. Within the petition and ordinance, the City requested that the Department of Revenue amend the hours of sale at ABC-permitted establishments. Specifically, the City of Hattiesburg requested that the Department of Revenue set the hours of sale to allow the Sunday sale of alcohol from 11:00 a.m. to midnight.

A certified copy of said ordinance was forwarded to the Department in accordance with Mississippi Administrative Code, Title 35, Part II, Subpart 2, Chapter 4. The City of Hattiesburg is located within the County of Forrest, which voted to allow the sale and possession of alcohol in 1966. The Department has determined that an amendment to the hours is appropriate.

IT IS, HEREBY ORDERED AND ADJUDGED that the City of Hattiesburg hours for sale of alcohol are amended to allow for the sale of alcohol on Sundays from 11:00 a.m. to 12:00 a.m. the following morning, subject to all other restrictions set forth in the Mississippi Code and Mississippi Administrative Code. Notwithstanding this amendment, the sale of alcohol by package stores on Sundays shall remain prohibited.

ORDERED, this the 1st day of December, 2015.

J. Ed Morgan
Commissioner
Mississippi Department of Revenue

City of Hattiesburg, MS

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

Master

File Number: 2016-2439

File ID:	2016-2439	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	2	**Reference:**		**In Control:**	City Council
				File Created:	01/26/2016
Brief Title:	Grave buyback			**Final Action:**	
				Minute Book Number:	MB2016-35

Title:

Approve the City's purchase of two (2) grave spaces located in the Southwest Quarter (SW1/4) Lot 6 Section 18, of Highland Cemetery, in the amount of $350.00 to Peggy Findley; authorize manual check for the same.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Findley- Supporting Documents	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council - Amendments to the Agenda	02/02/2016					
1	City Council	02/02/2016					

Text of Legislative File 2016-2439

Title

Approve the City's purchase of two (2) grave spaces located in the Southwest Quarter (SW1/4) Lot 6 Section 18, of Highland Cemetery, in the amount of $350.00 to Peggy Findley; authorize manual check for the same.

Summary

Cemetery buyback

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 9-11- 2000

SOLD TO:

Mr.. Mrs. Miss Peggy Findley

ADDRESS 313 Crestmont Ave Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

____ 1/2 SW 1/4 Lot No. 6 Section No. 18 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K. Hinton

Supt. of City Cemeteries

Rec'd 1/13/16
Turned in 1/15/16

1/12/16

I wish to sell two grave spaces in lot number six, section number eighteen to the city of Hattiesburg. Southwest Quarter (SW 1/4) Lot 6, Section 18

Thank You,

Peggy Findley
Peggy Findley
271 Indian Springs Rd
Petal, Ms. 39465
(601) 545-3470

I Joe H Williams OK
1/15/16